

LIBER

500

FORM 500 PAGE 1

THE LOMAS & NETTLETON COMPANY

262655

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: POWERS, Frank & Amy

PROPERTY ADDRESS: 333 Lynwood Drive
Severna Park, Maryland 21146

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: August 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Range/Oven, Disp., Dishwasher, Fan/Hood, Washer, Dryer

RECORD FEE 12.00
POSTAGE .50
APR 25 10 37 AM '86
JUL 9 86

The above described items of property are affixed to a dwelling house located in Anne Arundel County State of Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated June 27, 1986, from Frank Powers and Amy Powers to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County County Maryland.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY

DEBTORS:
Frank Powers

BY: [Signature]

Amy Powers

LAW OFFICES
GORDON & HENESON, P. A.
SUITE 1107-BLAUSTEIN BUILDING
ONE NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201
Mail to _____

RECEIVED FOR RECORDING
CIRCUIT COURT, A.A. COUNTY
12-99-50
1986 JUL -9 PM 3:34
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use

File No. Date & Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
Program Resources, Inc. 703 Giddings Avenue, Suite M-4, Annapolis, Md. 21203

Name of Secured Party or assignee No. Street City State

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe) Sells, transfers, sets over and assigns unto Bank all of the Undersigned's right, title and interest in and to the contract described as Contract Number DACA31-86-0307 by and between Program Resources, Inc and Department of the Army, Baltimore District issued in the amount of \$16,631,349.00 dated May 1, 1986 due April 30, 1991 for the operation and maintenance of real property at Vint Hill Farms Station, Warrenton, Va. together with all extensions, renewals and modifications thereof, and substitutions therefor, and all liens, guarantees, securities, rights, remedies and privileges pertaining to the foregoing, together with all cash and non-cash proceeds of the rights so assigned, including all accounts receivable arising from the Undersigned's performance under any assigned contract.

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
4. Proceeds of collateral are also covered: Products of collateral are also covered:
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

RECORDED FEE 11.00 POSTAGE 50 JUL 9 1986

RETURN TO:

SOVRAN BANK/DC NATIONAL 1801 K Street, N.W. Washington, D.C. 20006 Attn: Loan Services

Debtor(s) or assignor(s) Secured party
Program Resources, Inc. SOVRAN BANK/DC NATIONAL (Seal)
BY: [Signature] BY: [Signature] for R.J. Dean
Signature of Secured Party or Assignee
Richard J. Dean, Vice President
(Type or print name under signature) (Owner, Partner or Officer and Title) (Signatures must be in ink)

11.00 1986 JUL -9 AM 10:26 E. AUBREY COLLISON CLERK

262659

BOOK 500 PAGE 3

To Be Recorded In The Land Records
And In The Chattel Records Of
Anne Arundel County And Among The
Financing Statement Records Of
The State Department Of Assessments
And Taxation.

Subject To Recording Tax On Principal
Amount Of \$246,235 Which Was
Paid To The Clerk Of The Circuit
Court Of Anne Arundel County Upon
The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

WED
7 10

1. **DEBTOR:** **PALMER CONSTRUCTION, INC.**
1360 Ritchie Highway
Arnold, Maryland 21012

2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products,

RECORD FEE 17.00
STAMP FEE 1.00
TOTAL FEE 18.00
JUL 10 1986

1700
150
1986 JUL 10 AM 11:58
E AUBREY COLLISON
CLERK

glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
 5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals,

BOOK 500 PAGE 5

replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

PALMER CONTRACTING, INC.,
A Maryland Corporation

By:  (SEAL)
Walter D. Palmer,
President

Date: June 27, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jan M. Greenspan
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 5162

5162
P-00.91

BOOK 500 PAGE 6

EXHIBIT A

Lots Numbered Two Hundred Twelve (212), Two Hundred Fourteen (214), and Two Hundred Twenty-Six (226), in the subdivision known as "STEWART LANDINGS, Recording of Section II, Plat 1, "WEST HAVEN", as per Plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 90 at page 49; being in the Third (3rd) Election District of the aforesaid County.

Mail to Troese Title Services,

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

262675

FINANCING STATEMENT

RECORD FEE 14.00
POSTAGE .50
#15128 COM R01 T13:07
JUL 10 86

- 1. Debtor: Address:
RIVA II LIMITED PARTNERSHIP c/o Robert R. Furman,
General Parter
1201 Seven Locks Road
Suite 310
Rockville, Maryland 20854
- 2. Secured Party: Address:
FIRST AMERICAN BANK OF 8401 Colesville Road
MARYLAND Silver Spring, Maryland 20910
- 3. Trustees: Address:
WILLIAM E. THOMPSON 8401 Colesville Road
MARY C. MARTIN Silver Spring, Maryland 20910
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

RECEIVED FOR RECORD
CLERK ANNE ARUNDEL COUNTY

- 1 - 1986 JUL 10 PM 1:09

E. AUBREY COLLISON
CLERK

Paid up 1/1/86



1450



This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

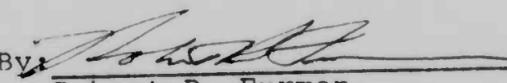
5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

RIVA II LIMITED PARTNERSHIP

By:  (SEAL)
Robert R. Furman,
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Martin

BEGINNING for the same at a point on the easterly right-of-way line of ADMIRAL COCHRANE ROAD; thence binding on the outline of said Lot 9

1. N 76 degrees 52' 41" E a distance of 300.00 feet; thence
2. S 13 degrees 07' 19" E a distance of 414.63 feet; thence
3. S 68 degrees 54' 51" W a distance of 302.92 feet to a point on the aforesaid easterly right-of-way line of ADMIRAL COCHRANE ROAD; thence binding on said right-of-way line
4. N 13 degrees 07' 19" W distance of 456.00 feet to the point of beginning. Containing 3.00 Acres of land, more or less.

Being the property conveyed from Olson, Tilgham and Gayhardt, Inc. to Riva II Limited Partnership by Deed dated Februray 16, 1984, and recorded among the Land Records of Anne Arundel County, Maryland in Liber E.A.C. 3697, folio 850 (as to Lot No. 9-B).

Also being the property conveyed from Olson, Tilgham and Gayhardt, Inc. to Riva II Limited Partnership by Confirmatory Deed dated October 12, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber E.A.C. 3802, folio 143 and Certificate of Sale and Transfer recorded in the aforesaid Land Records in Liber E.A.C. 3849, folio 59 (as to Lot No. 9-A).

Mailed to Secured Party

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: Land } Liber 438 Folio 317 File No. 238237
 Financing Statement } Date of Financing Statement 6/4/81

DEBTOR (OR ASSIGNOR)

Name

Address

Stanley M. Masterton
Rachel E. Masterton

610 Americana Drive, # 208
Annapolis, Maryland 21403

202 Loyion Ave
Annapolis, Md 21401

RECORD FEE 10.00
POSTAGE .50
\$1534 0040 801 713#555
JUL 10 86

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

Dated: 10 July, 1986 By *[Signature]*
Secured Party (or Assignee) Asst. J.P.

Mail to: The Farmers National Bank of Annapolis
5 Church Circle
Annapolis, Maryland

Mailed to Secured Party



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUL 10 PM 1:56

E. AUBREY COLLISON
CLERK

10²³

CROSSED INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, ~~PARTIAL~~ RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 435 Page No. 488
Identification No. 237185 Dated March 26, 1981

1. Debtor(s) { John J. and Joyce V. Dawson, Jr.
Name or Names—Print or Type
514 Marion Road, Glen Burnie, MD (A.A.Co.) 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

E. AUBREY COLLISON
CLERK

1986 JUL 10 PM 2:28

RECEIVED FOR RECORD
CLERK



RECORD FEE 10.00
POSTAGE .50
237185 237 807 114:12
JUL 10 86

Dated: June 5, 1986
Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

10.00 - 5

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 7500.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Tradoc Corp.

205 Gibson Rd.
Annapolis, MD 21401

RECORD FEE 11.00
 RECORD TAX 52.50
 POSTAGE .50
 #13139 C777 R01 T14-13
 JUL 10 86

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

COMPUTER EQUIPMENT:
 1 24541A DUAL SERIAL INTERFACE, 1 35731A MONOCHROME MONITOR, 1 45811A 360KB INT. FLEX DISC,
 1 45812A 1.2M BYTE FLEX DISC, 1 45816A 20 MB INT HARD DISC SYSTEM, 1 45951A VECTRA DISC OS,
 1 45981A MULTIMODE VIDEO ADAPTOR, ABL AMON0098 CABLE AT TO LASER, 1 VECTRA/640 VECTRA PC
 640K RAM, 1 92205B MOJEM, 2 ABL CABLE CUSTOM, 1 BB S-SW010.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Tradoc Corp.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Michel MAZE*

Michel MAZE

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

RECEIVED JUL 10 1986
STAFF COUNTY

1986 JUL 10 PM 4:10

G. AUBREY COLLISON
CLERK

Mailed to Secured Party

11.00
52.50
.50

262677

BOOK 500 PAGE 13



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Ketron, Inc.
1700 North Moore Street
Suite 1710
Arlington, VA 22209

2. Secured Party(ies) and address(es)
First Pennsylvania Bank, N.A.
15th Floor
Centre Square, West
Philadelphia, PA 19102

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50

#15261 CTTT R01 T09:14
JUL 11 1986

4 This financing statement covers the following types (or items) of property:

All accounts, contract rights, general intangibles and inventory now owned or hereafter acquired by Debtor.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Clerk of Circuit Court
Anne Arundel County, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

KETRON, INC.

By [Signature]
Signature(s) of Debtor(s)

By _____
Signature(s) of Secured Party(ies)
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

1150

1986 JUL 11 AM 9:15

E. AUBREY COLLISON
CLERK

Mailed to Secured Party



262678

BOOK 500 PAGE 14

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Ketron Development Corporation
1700 N. Moore Street
Suite 1710
Arlington, VA 22209

2 Secured Party(ies) and address(es)
First Pennsylvania Bank, N.A.
15th Floor
Centre Square, West
Philadelphia, PA 19102

3 Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 11.00
POSTAGE .50
#15282 CTTT R01 T09:15
JUL 11 86

4 This financing statement covers the following types (or items) of property:
All accounts, contract rights, general intangibles and inventory now owned or hereafter acquired by Debtor.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:
Clerk of Circuit Court
Maryland Ann Arundel

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

KETRON DEVELOPMENT CORPORATION
By: [Signature]
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

1150



RECEIVED FOR RECORD
CREDIT COURT, S.A. COUNTY

1986 JUL 11 AM 9:16

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 500 PAGE 15 262679

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Ketron Development Corporation 1700 North Moore Street Suite 1710 Arlington, VA 22209	2. Secured Party(ies) and address(es) Ketron, Inc. 1700 North Moore Street Suite 1710 Arlington, VA 22209	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All accounts, contract rights, general intangibles and inventory now owned or hereafter acquired by Debtor.		5. Assignee(s) of Secured Party and Address(es) First Pennsylvania Bank N.A. 15th Floor Centre Square, West Philadelphia, PA 19102

RECORD FEE 11.00
POSTAGE .50
JUL 11 1986 0777 AM 109:15

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
 Clerk of Circuit Court
 Maryland Ann Arundel

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

KETRON DEVELOPMENT CORPORATION
 By: [Signature]
 Signature(s) of Debtor(s)

KETRON, INC.
 By: [Signature]
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

1130

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JUL 11 AM 9:16
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

262680

FINANCING STATEMENT

DATE: July 7, 1986

BOOK 500 PAGE 10

() Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Pet Set Plus, Inc.

ADDRESS: 4830 Butler Road
Glyndon, MD 21071

RECORD FEE 11.00
FIDELITY 1.50
MIDWEST CITY MD 907129
JUL 11 86

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS:  P.O. Box 751, 140 Main Street
Annapolis, MD 21404

MD
73

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:
All fixtures, furniture, equipment, accounts receivable, inventory, now owned or
hereafter acquired, excluding motor vehicles.

1986 JUL 11 AM 10:09
E. AUBREY COLLISON
CLERK
Recorded in DRG
IN Egan

DEBTOR(S): Pet Set Plus, Inc.,

Shirley E. Moran, Sec.
Linda J. Jones, Pres.

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

Mailed to Secured Party

BOOK 500 PAGE 17 262681

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Archie Brown & Sons Incorp. 525 4th Street Annapolis, Maryland	2. Secured Party(ies) and address(es) Leach Credit Corporation P.O. Box 1275 76 Western Avenue Fond du Lac, Wisconsin 549.35	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #15270 0777 RM 109.35 JUL 11 86
4. This financing statement covers the following types (or items) of property: 1986 Ford Chassis, S/N 1FDXR80VXGVA27477 1986 Leach SC11, S/N SC11-0257 "EXEMPT FROM RECORDATION TAX"		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Archie Brown & Sons Incorporated

Leach Credit Corporation

By: Archie Brown Jr, PRES
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1986 JUL 11 AM 10:09
E. JUSTICE COLLISON
CLERK



Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 500 PAGE 18
Identifying File No. 262682

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ EXEMPT

If this statement is to be recorded in land records check here.

This financing statement Dated As of June 30, 1986, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PROFESSIONAL MERCHANDISING INC.
Address 4717 5TH STREET
LONG ISLAND CITY, NEW YORK 11101

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION
OF UNIDYNAMICS CORPORATION
Address 5055 NATURAL BRIDGE
ST. LOUIS, MISSOURI 63115

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
ONE (1) NATIONAL SERIES VENDING MACHINE: 89289.
1-146-02/146-014598 SHPD. 6/6/86.

RECORD FEE 11.00
POSTAGE .50
JUL 11 1986

INVOICE# 31024

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PROFESSIONAL MERCHANDISING INC.

Lawrence Galante
(Signature of Debtor)

Lawrence Galante, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

NATIONAL VENDORS, A DIVISION
OF UNIDYNAMICS CORPORATION

Arthur F. Ruprecht
(Signature of Secured Party)

ARTHUR F. RUPRECHT, TREASURER

Type or Print Above Signature on Above Line

RECEIVED BY CLERK
CLERK
1986 JUL 11 AM 10:09
E. AUBREY COLLISON
CLERK

262683

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 46,866.03

To be Recorded in Land Records (For Fixtures Only).



Name of Debtor
Equipment Repair, Inc.
T/A John Kent Auto

Address
1803 McGuckian Street
Annapolis, Maryland 21401

Secured Party

Address

RECORD FEE 12.00
RECORDING 329.00
POSTAGE .50
#15281 0717 R01 T09:59
JUL 11 86

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All accounts, accounts receivables, inventory, equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, accounts receivables, inventory and equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Equipment Repair, Inc. T/A John Kent Auto

By: *John C. Kent*
John C. Kent, President

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *John R. Ludwig*
John R. Ludwig, Branch Manager

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

1966 JUL 11 AM 10:10

1966 JUL 11 AM 10:10

E. AUSREY COLLISON
CLERK

12-
329-50

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 500 PAGE 20
Identifying File No. 262684

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Furman Lumber, Inc.
Address 108 Massachusetts Avenue, Boston, MA 02115

2. SECURED PARTY

Name AT&T Information Systems
Address 430 Bedford Drive, Lexington, MA 02173

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

AT&T-IS Merlin telecommunications equipment sold under Contract No. B0050343211 acquired additions, attachments, accessions, substitutions and proceeds or receivables therefrom.

Name and address of Assignee
AT&T Credit Corporation
100 South Jefferson Rd.
Whippany, NJ 07981

* This is a conditional sale.
Equipment located at: 8193 Annapolis Junction Road
Annapolis, MD 20781

RECORDED FEE 11.00
POSTAGE 2.00
TOTAL 13.00
JUL 1 1988 10:29
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walter I. Cole
(Signature of Debtor)

WALTER I. COLE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

FOR RECORDATION TAX SEE ATTACHED CERTIFICATE

FINANCING STATEMENT

1. Name of Debtors:
Recording Officer: Please index under the name of each of the Debtors.

- (a) Phillips Corporation
- (b) Phillips Export/Import, Inc.
- (c) Phillips Financial Services, Inc.
- (d) Phillips Federal Systems, Inc.
- (e) Phillips Machinery, Inc.
- (f) Industrial Computer Solutions, Inc.
- (g) The Viereck Company
- (h) Versa-Mil, Inc.
- (i) Haeger, Incorporated

Address: c/o Phillips Corporation
114 Forbes Street
Annapolis, MD 21401

2. Name of Secured Party: MARYLAND NATIONAL INDUSTRIAL
FINANCE CORPORATION

Address: 502 Washington Avenue
Towson, Maryland, 21204

3. This Financing Statement covers the following types (or items) of property:

THE COLLATERAL IS DESCRIBED ON SCHEDULE A WHICH IS A PART OF THIS FINANCING STATEMENT.

Debtor's Signature:

THE SIGNATURES OF THE DEBTORS ARE CONTAINED ON SCHEDULE B WHICH IS A PART OF THIS FINANCING STATEMENT.

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Frederick W. Runge, Jr.

fwr73x



29.00
1340.50
.50

1986 JUL 11 PM 2:07
E. AUBREY COLLISON
CLERK

SCHEDULE B TO FINANCING STATEMENT

PHILLIPS CORPORATION

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

PHILLIPS FINANCIAL SERVICES, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

PHILLIPS MACHINERY, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

THE VIERECK COMPANY

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

HAEGER, INCORPORATED

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

PHILLIPS EXPORT/IMPORT, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

PHILLIPS FEDERAL SYSTEMS, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

INDUSTRIAL COMPUTER SOLUTIONS, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

VERSA-MIL, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

UNITED STATES NATIONAL INDUSTRIAL FINANCE CORPORATION

The following types (or items) of property are covered:

1. All of the Debtor's accounts, contract rights, instruments, documents, chattel paper and general intangibles, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party (the "Receivables").

2. All of the Debtor's inventory, whether now owned or hereafter acquired, including all goods (including finished goods and packing, packaging and shipping materials) which are held for sale or lease or which are to be furnished under contracts for services, or which have been so furnished or which are raw materials, work in process or materials used or consumed in the Debtor's business and all documents of title and negotiable and non-negotiable warehouse receipts representing any thereof (the "Inventory").

3. All of the Debtor's equipment, whether now owned or hereafter acquired, including all goods for use in the Debtor's business (including vehicles, machinery, furniture and trade fixtures) with all parts, equipment and attachments relating thereto (the "Equipment").

4. (a) All of the Debtor's right, title and interest in and to the goods and other property represented by or securing any of the Receivables, including, but not limited to, all returned, rejected or repossessed goods, the sale, lease or furnishing under contracts for service of which shall have given or shall give rise to any of the Receivables; (b) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin and reclamation; (c) all additional amounts due to the Debtor from any Customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (d) all of the Debtor's right, title and interest in other property, including warranty claims, relating to any goods whatsoever given as security to the Secured Party; (e) if and when obtained by the Debtor, all guarantees, mortgages, security interests, assignments and other encumbrances on real or personal property, leases or other agreements or property securing or relating to the Receivables, the Inventory or the Equipment, or acquired for the purpose of securing and enforcing any of the Receivables; and (f) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under any agreement between the Secured Party and the Debtor.

5. All of the Debtor's ledger sheets, files, records, books of account, business papers and documents relating to the collateral referred to in items 1, 2, 3 and 4 above and item 6 below.

6. All proceeds and products of the collateral referred to in items 1, 2, 3, 4 and 5 above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents, or proceeds of the sale, lease or other disposition of any and all of the Inventory.

As used herein, the term "Customer" shall mean and include the account debtor with respect to any of the Receivables and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services.

(Debtor)

MARYLAND NATIONAL INDUSTRIAL
FINANCE CORPORATION

By: _____

[Handwritten Signature]
U.P. Fin

By: _____

CERTIFICATE FOR ALLOCATION OF MARYLAND RECORDATION TAX

TO: CLERK, CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND \$4,500,000
RE: Credit facilities aggregating \$7,000,000 (the "Loans") to the undersigned corporations (the "Debtors") from Maryland National Industrial Finance Corporation

With respect to the Loans and the real and personal property (the "Collateral") securing the Loans, the Debtors certify to the best of their knowledge and information as follows:

- 1. Value of accounts, general intangibles, inventory and other exempt Collateral and equipment and other non-exempt Collateral not located in Maryland \$8,710,000
2. Value of real estate, equipment and other non-exempt Collateral located in Maryland \$ 387,000
3. Total Value of Collateral \$9,097,000

4. Computation of Amount of Debt Exempt from Recordation Tax
Value of Exempt Collateral and Non-Exempt Collateral Not Located in Maryland X Total Debt Secured = Amount of Debt Exempt from Tax
\$8,710,000 X \$4,500,000 = \$4,308,875
9,097,000 X \$7,000,000

- 5. Amount of Non-Exempt Debt \$ 191,250
6. Computation of Percentage of Recordation Tax

Amount of Non-Exempt Debt X Rate of Recordation Tax = Recordation Tax Payable
\$191,250 X \$ 7.00 / \$1,000.00 = \$1,338.75

The Debtor certifies that recordation tax on the principal amount of \$1,338.75 was paid to the Clerk, Circuit Court for Anne Arundel County upon the filing of this Certificate or a duplicate hereof with respect to financing statements securing the Loans.

PHILLIPS CORPORATION
By: Richard J. Morgan (SEAL)
Vice President/Finance

PHILLIPS EXPORT/IMPORT, INC.
By: Richard J. Morgan (SEAL)
Vice President/Finance
Circular stamp: PHILLIPS EXPORT/IMPORT, INC. J. Lewis

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

PHILLIPS FINANCIAL SERVICES, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

PHILLIPS MACHINERY, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

THE VIERECK COMPANY

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

HAEGER, INCORPORATED

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

HAEGER, INC.
SEALED
J. Lewis

fwr73w

PHILLIPS FEDERAL SYSTEMS, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

INDUSTRIAL COMPUTER SOLUTIONS, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

VERSA-MIL, INC.

By: Richard J. Morgan (SEAL)
Richard J. Morgan
Vice President/Finance

Mail to Miles & Stockbridge

FINANCING STATEMENT

A.A.C. Circuit Court

subject to recordation tax

1. Name of Debtor(s): Campbell Concrete Co.
Address: 704 Broadmoor Drive
Annapolis, Md. 21401

Loan amount \$ 8,125.00

2. Name of Secured Party: Annapolis banking & Trust Co.
Address: P.O. Box 311
Annapolis, Md. 21401

Filing fee \$ 69.50

Mail to _____

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland



4. This Financing Statement covers the following types (or items) of property:

1986 Bobcat Model #642 Ser.#5015-M21160

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:



RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARD COUNTY

1986 JUL 14 PM 3:07

E. AUBREY COLLISON
CLERK

Debtor(s):

[Signature]
.....
Bruce D. Campbell
.....
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Secured Party:

Annapolis Banking & Trust Co.
.....
(Type Name of Dealership)

By *[Signature]*
.....
(Authorized Signature)

Karen Q. Trettin/Branch Officer
.....
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11-595050

FINANCING STATEMENT FORM UC 7-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BLEVINS, Charles R. Jr. & Patricia L.

Address 900 Laurie Lane Glen Burnie, MD 21061

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (List)

1986 Carver Montego 27' Fiberglass Hull #CDRH5079F686
1986 Mercruiser Gas Twin 190HP Engines #B436802 & B436746

Home Anchorage/Winter: Annapolis, MD

Assignee:
Centrust Savings Bank
101 East Flagler St.
P.O. Box 028506
Miami, FL 33102

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles R. Blevins, Jr.
(Signature of Debtor)

Charles R. Blevins, Jr.
Type or Print Above Name on Above Line

Patricia L. Blevins
(Signature of Debtor)

Patricia L. Blevins
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

G.L.

REC'D BY REC'D BY REC'D BY
CLERK COUNTY

1986 JUL 14 PM 4:03

E. AUBREY COLLISON
CLERK

1280

Mailed to Secured Party

Anne Arnold
6/30/86

FINANCING STATEMENT FORM UC 7-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 6-27-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JENKINS, Joseph H.

Address 3060 Perch Drive, Riva, MD 21140

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#15457 0345 R01 114:46

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

JUL 14 86

1983 29' J-29 fiberglass hull #TSP90022M83B
1983 7.5 HP Evinrude diesel engine

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

Home anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Joseph H. Jenkins
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line



STATE OF MARYLAND
CLERK OF THE DISTRICT COURT

1986 JUL 14 PM 4:03

E. AUBREY COLLISON
CLERK

11/30

Mailed to Secured Party

Anne Aronson
6/30/86

BOOK 500 PAGE 30

262705

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Not Picked up at all

1. DEBTOR

Name RMS Associates
Address 800 Elkridge Landing Road Linthicum, MD 21090

2. SECURED PARTY

Name Linotype Co. div of Allied Corp.
Address 425 ~~0~~oser Ave, Hauppauge NY 11788

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Linotronic 300 Imagesetter
CRTerminal 300
TypeView 300
Linotype Communications Interface
ML-314 Processor
related equipment

RECORD FEE 11.00
POSTAGE .50
MAY 15 1986 114148
JUL 14 86

"LEASE AGREEMENT-NOT SUBJECT TO RECAPITATION TAX."
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

x *Robert B. Johnson*
(Signature of Debtor)

Robert B. Johnson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W J McNally controller

(Signature of Secured Party)

W J McNally
Type or Print Above Signature on Above Line

1/50

Mailed to Secured Party



RECEIVED FOR RECORD
CLERK COURT, BALTIMORE COUNTY

1986 JUL 14 PM 4:04

E. AUBREY COLLISON
CLERK

BOOK 500 PAGE 31

262706

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Gould Inc. 10 Gould Center Rolling Meadows, IL. 60008	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, Illinois 60018	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 115441 0345 R01 114:49 JUL 14 86
4 This financing statement covers the following types (or items) of property: "Property leased or to be leased under that certain Master Equipment Lease Agreement No. 130339, dated Nov. 20, 1985 between Debtor, as Lessee and Secured Party, as Lessor and all Rental Schedules thereunder, including but not limited to various data processing, office equipment or production equipment. This transaction is a lease and is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record."		5 ASSIGNEE OF SECURED PARTY
6 Complete only when filing with Judge of Probate: The Initial indebtedness secured by the financing statement is \$ _____ "NOT SUBJECT TO RECORDATION TAX"		
Check <input checked="" type="checkbox"/> If covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: _____		
Filed with: County Recorder - Anne Arundel		
Gould Inc. By: <i>William H. [Signature]</i> Signature(s) of Debtor(s)	Equitable Life Leasing Corporation By: <i>Jennifer [Signature]</i> Signature of Secured Party	
(STANDARD) 118650 (1) FILING OFFICER COPY - ALPHABETICAL		



Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1986 JUL 14 PM 4:04
 E. AUBREY COLLISON
 CLERK

BOOK 500 PAGE 32

262707

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~XXXXXXXXXXXXXXXXXXXX~~ Denton, Karen Susan
Address 395 constant ave, Severn, Md 21144

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above: _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - Used JD 1050 Tractor w/175 loader & Bush-hog

1 U JD 1050 Tractor S/N 001647

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Karen Susan Denton
(Signature of Debtor)

KAREN SUSAN DENTON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Administrator
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK COUNTY OF BALTIMORE

1986 JUL 14 PM 4:04

E. AUBREY COLLISON
CLERK

1150

Mailed to Secured Party

STATE OF MARYLAND 33

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262708

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A&L Contractors

Address 7657 Beth Noelle Court, Pasadena, Maryland 21122

2. SECURED PARTY

Name Valley Supply & Equipment Company, Inc.

Address P. O. Box 420, Funkstown, Maryland 21734

Attn: Howard J. Klein, President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) Loed Model 534 Rough Terrain Forklift, Serial No. 361.

RECORD FEE 11.00
POSTAGE 50
#15463 6345 R01 114:52
JUL 14 86

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

A&L Contractors
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



RECEIVED FOR RECORD
CLERK COURT HOUSE COUNTY

1986 JUL 14 PM 4:04

E. AUBREY COLLISON
CLERK

Signature of Secured Party

Valley Supply & Equipment Co., Inc.
Type or Print Above Signature on Above Line

11-50

4209 WMSI

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Jones, Kenneth R. 7880 Tall Pines Ct Glen Burnie, Md 21061	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

- 1 New Ford 1110 Diesel Tractor s/n U302085
- 1 New Ford 951 Rotary s/n WM 26775

RECORD FEE 11.00
JUL 14 1986

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Anne Arundel County

AA

	Ford Motor Credit Co.
(SIGNATURE OF DEBTOR) Kenneth R. Jones	(NAME OF SECURED PARTY)
(SIGNATURE OF DEBTOR)	BY: C. Porter

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

Mailed to Secured Party

1986 JUL 14 PM 4:04

E. AUBREY COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

RECORD FEE 11.00
#1503 077 R01 T15457
JUL 14 86

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 4102-08 Frederick Avenue, Baltimore, MD 21229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated May 13, 1986 between Assignor as Lessor and LEASE ACCOUNT # 683150 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 6/26/68 between Assignor and Assignee:

- 1 7924 Collator Stitcher s/n 9267/8620
- 1 7905 Folder s/n 3184
- 1 7906 Trimmer s/n 280

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1986 JUL 14 PM 4:07

REP

E. AUBREY COLLISON
CLERK

1190

G.L. CLERK

Mailed to Secured Party
Mailed to Secured Party

1130

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

RECORD FEE 11.00
50
JUL 14 86

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated March 20, 1986 between Assignor as Lessor and LEASE ACCOUNT # 680230 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

1 Miller TPJ36, 2 Color Perfector Press
S/N 16174

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarte III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



Mailed to Secured Party

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

Wckshh

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUL 14 PM 4:07

E. AUBREY COLLISON
CLERK

1189

BOOK 500 PAGE 37

262712

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated June 26, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
#15317 0777 R01 115:58
JUL 14 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated July 16, 1985 between Assignor as Lessor and LEASE ACCOUNT # 586170 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

1150
TRANS-AMERICAN LEASING CORPORATION
[Signature]
(Signature of Debtor)

Frank J. Sapro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
[Signature]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY

NLNSAG

1986 JUL 14 PM 4:07

E. AUBREY COLLISON
CLERK

1187

EQUIPMENT LIST

- 1 224523-0004 WD800 38MB Disk Drive w/Tape Cartridge
s/n 01780460961
- 2 2234601-0001 931 VDT's
s/n 2764250114 & 0764260044
- 1 2232014-0002 256KB Add-on Memory
- 1 2233000-0002 TI PC, 256KB Memory, Monitor, Single
Floppy Drive, 5MB Winchester Disk
s/n 0564110343
2510140
- 1 Multitech Model #MT212C Modem S/N 476023
- 1 Papertrak Word Processing Software

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

By: *[Signature]*
Title: *CVP*

TRANS-AMERICAN LEASING CORPORATION

By: *[Signature]*
Title: *Ex VP*

Mailed to Secured Party

262713

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 4102-08 Frederick Avenue, Baltimore, MD 21229

RECORD FEE 11.00
POSTAGE .50
STATEMENT NO 717758
JUL 14 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated June 3, 1986 between Assignor as Lessor and LEASE ACCOUNT # 683060 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

- 1 Caterpillar Track Loader, Model 953LGP s/n 05Z00801 equipped with: Bucket Teeth, Set of 8; Bumper, Bolt On; Canopy, ROPS; Starting Aid, Ether; Seat, Suspension; Vandalism Protection; Bucket, G/P; Heater, for Non-Cab Equipped; Engine S/N 45V43478.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Signature of Debtor

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

Signature of Secured Party

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY
1986 JUL 14 PM 4:07
E. AUBREY COLLISON
CLERK

CLERK

DLSDVP

1186

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.



1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 7711 Quarterfield Road, Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
MIDGIP CTTT R01 115:58
JUL 14 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated May 1, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681050 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

DTCMP

1986 JUL 14 PM 4:07

E. AUBREY COLLISON
CLERK

1185

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Main System S/N A6030SJ970 1000/C32 68020 Application Processor w/Floating Point
1 (one)	1000/M4 4MB Memory
1 (one)	1000/GC8-256 DCP
1 (one)	1000/DT2 High Speed SMD DBP
1 (one)	1000/D168 160MB Disk Drive
1 (one)	1000/+45 45MB Cartridge Tape Drive
1 (one)	1000/P.S. - 1.6K 100W/220V Power Supply/2.2K Upgrade
1 (one)	1000/DT2-9T 9TK High Speed SMD Database Processor
1 (one)	Expansion S/N A6240SJ981
1 (one)	1000/9 Track Tape Drive 1600/3200
1 (one)	1200/ Expansion Cabinet
1 (one)	1000/ Arix System 5.2
1 (one)	1000/ Enhanced "C" Compiler
1 (one)	1000/ Writers Workbench

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: [Signature]

TITLE: EV

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Exp.

Mailed to Secured Party

500 500 PAGE 42

262715

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 4102-08 Frederick Avenue, Baltimore, MD 21229

RECORD FEE 11.00
FILING FEE .50
TOTAL DUTY \$11.50
JUL 14 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated February 12, 1986 between Assignor as Lessor and LEASE ACCOUNT #681220 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 6/26/86 between Assignor and Assignee:

- 1 (One) CPD Package System CS200 1 (One) 592 MB DISK SUBSYSTEM w/intlight Control Model E6239 with
- 1 (One) CS/200 C 1024KB 16 Slot, 1144J Model E90118 Models 3625-75H; 30113-75H;
- 1 (One) BAY 2CKT DOM CAB EXPD to 2 BAY/BROWN Model 1344-A 30199-09H
- 1 (One) Burst Multiplexor feature for S/280 Model 8772
- 1 (One) D410 Monitor W/O Cable, Keyboard, Includ. Model E6166-XA
- 1 (One) 1600/6250 BPI MAG TYPE SUNSYSTEM Model E6299

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

1150

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey, E.V.P.
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

FILED G-1

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JUL 14 PM 4:07

E. AUBREY COLLISON
CLERK

TA/COM./ENG.

1184

193282

BOOK 500 PAGE 43

262716

FINANCING STATEMENT

To be recorded among the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Amended and Restated Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$3,700,000.00. Recordation taxes in the amount of \$25,900.00 have been paid to the Clerk of the Circuit Court of Anne Arundel County at the time of recordation of said Deed of Trust and the recordation of the prior deed of trust dated February 29, 1984 referred to in said Deed of Trust.

NAME OF DEBTOR:

PAROLE OFFICE PARK
LIMITED PARTNERSHIP

ADDRESS:

c/o Michael B. Glick
Helmsman Parole, Inc.
106 Old Court Road
P.O. Box 5992
Baltimore, Maryland 21208



CLERK OF THE CIRCUIT COURT
ANNE ARUNDEL COUNTY

1988 JUL 14 PM 4:13

E. AUSTREY COLLISON
CLERK

NAME OF SECURED PARTY:

CROWN LIFE INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

120 Bloor Street East
Toronto, Canada M4W 1B8
Attn: U.S. Mortgage Dept.

RECORD FEE 18.00
POSTAGE .50

18.00
.50

1. This Financing Statement covers the following items of property: 1988 0287 102 11410
JUL 14 88

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor (and not owned by any Tenant in possession) and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and

16.00
-50



furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral.
- C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.
- D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Parole Professional Center, Riva Road at Holiday Court, Annapolis, Maryland as more fully described in and conveyed by Debtor to the Trustees in the aforesaid Deed of Trust of even date herewith recorded or to be recorded among

BOOK 500 PAGE 45

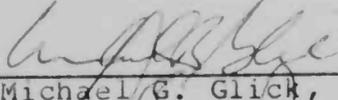
the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: July 10, 1986

DEBTOR SIGNATURE:

PAROLE OFFICE PARK
LIMITED PARTNERSHIP

HELMSMAN PAROLE, INC.

By: 
Michael G. Glick, President


Peter Issel

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 289

Page No. 5

Identification No. 172804

Dated April 13, 1973

1. Debtor(s) { CHARLES G. DEWALD and PALMINA DEWALD, his wife
Name or Names—Print or Type
2413 Chesterfield Avenue, Baltimore, MD 21213
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
Name or Names—Print or Type
19 E. Fayette St., Baltimore, MD 21202
Address—Street No., City - County State Zip Code

RECORDED FE 13.00
INDEXED .50
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
R01 T14:39
JUL 14 86

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

1986 JUL 14 PM 4:03
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL
Formerly known as Baltimore Federal
Savings and Loan Assn.

Dated: 6/11/86

Name of Secured Party

BY: *Loretta M. Dembinsky*
Signature of Secured Party

LORETTA M. DEMBINSKY Vice-President

Type or Print (Include Title if Company)



Lucas Bros. Form T-1

Return To:
CALLAHAN, CALWELL & LAUDEMAN
ATTORNEYS AT LAW
210 EAST REDWOOD STREET
BALTIMORE, MARYLAND 21202

1350

202351

FINANCING STATEMENT

To be recorded among the Financing Statement Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of a certain Amended and Restated Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") securing a debt in the principal amount of \$2,925,000.00. Recordation taxes in the amount of \$22,400.00 have been paid to the Clerk of the Circuit Court of Anne Arundel County at the time of recordation of said Deed of Trust and the recordation of a prior deed of trust dated July 15, 1983 referred to in said Deed of Trust.

NAME OF DEBTOR:

BRISTOL LIMITED PARTNERSHIP,
A Maryland Limited Partnership

ADDRESS:

c/o B.F. Saul Co.
8401 Connecticut Avenue
Chevy Chase, Maryland 20815

NAME OF SECURED PARTY:

CROWN LIFE INSURANCE COMPANY

ADDRESS OF SECURED PARTY:

120 Bloor Street East
Toronto, Canada M4W 1B8
Attn: U.S. Mortgage Dept.

RECORD FEE 12.00
STAMP FEE 2.00
TOTAL FEE 14.00
JUL 15 1986

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor (and not owned by any Tenant in possession) and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

E. AUBREY COLLISON
CLERK
1986 JUL 15 AM 8:22



12-30-86



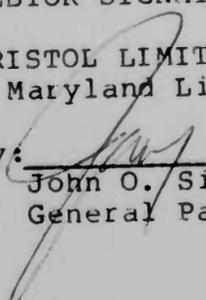
- B. Proceeds of the above described collateral.
- C. All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the real property described in the Deed of Trust, including also (i) all books, records, contracts, surveys, plans and specifications, drawings and other documents pertaining to the construction of the improvements now or hereafter to be constructed on the premises hereinafter described, and (ii) all licenses, permits and authorizations whatsoever issued to or for the benefit of the premises and the use of the improvements thereon described in the Deed of Trust hereinafter mentioned, and (iii) all right, title and interest of Debtor as landlord under certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Leases and Guarantees instrument executed and dated of even date herewith.
- D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as 7483 Candlewood Road, Linthicum Heights, Maryland as more fully described in and conveyed by Debtor to the Trustees in the aforesaid Deed of Trust of even date herewith recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust and Assignment of Lessor's Interest in Leases and Guarantees constituting the Security Agreement to this secured transaction.

Dated: June 26, 1986

Mailed to Secured Party

DEBTOR SIGNATURE:

BRISTOL LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: 
John O. Simmons, Jr.,
General Partner

TERMINATION STATEMENT

Date of Original Financing Identifying Number of Original
Statement: September 7, 1984 Financing Statement: 256823

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First) : 2. Debtor(s) Complete Address(es) : For filing
: : Officer
: : (Date, Time
SACHS TRUCK SALES, INC. : Millersville : Number)
: Maryland :
: :
: :

3. & 4. Secured Party(ies) and Complete Address(es) : 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) :
Gibraltar Building and Loan Association, Inc. :
107 Ridgely Avenue :
Annapolis, Maryland 21401 :

Mail to

RECORD FEE 10.00
POSTAGE .50
1986 JUL 16 11:04
JUL 16 86

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to Lawrence B. Goldstein,
P.O. Box 291, Annapolis, MD 21404

Date of Statement of Termination of Financing
July 11, 1986

Signature of Secured Party(ies) or Assignee(s):
GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.
By: Michael T. Storm
Michael T. Storm, Senior Vice President



RECEIVED FOR RECORD
CREDIT COUNTY
1986 JUL 16 PM 1:07
E. AUBREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE
STATEMENT OF TERMINATION OR RELEASE

BOOK 500 PAGE 50

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Maryland Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to the Original Financing Statement:

File No: 231625 Dated March 12, 1980 8:56 a.m.

Record Reference: Liber 423 Page 228

Filed With: Circuit Court of Anne Arundel County

2. DEBTOR:

Name: H. E. Dailey Tobacco Co., Inc.

Address: 7476 Candelwood Road

Linthicum Heights, Md. 21090

3. SECURED PARTY:

Name: EQUITABLE BANK, N.A.

Address: 100 South Charles Street

Baltimore, Maryland 21201

The Secured Party no longer claims a security interest under the Original Financing Statement shown above.

WHEREFORE; Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

Return To: H. E. Dailey Tobacco Co., Inc.

SECURED PARTY:

Equitable Bank, N.A.

By: Kathleen M. Hradsky
Kathleen M. Hradsky

Title: Leasing Operations

Date: Jan. 10, 1985

On July 1, 1982, The Equitable Trust Company merged into Equitable Bank, National Association. Any reference herein to the Equitable Trust Company shall mean Equitable Bank, National Association.

10⁰⁰/₅₀

RETURN!

H.E. Dailey Tobacco Co. Inc.
7476 Candelwood Road
Mail to Hanover, Maryland 21076

RECORD FEE 10.00
POSTAGE 50
SEARCH COSTS 0055 R02 111-46
JUL 15 1985

E. AUBREY COLLISON
CLERK
1985 JUL 15 AM 11:46
CIRCUIT COURT OF ANNE ARUNDEL COUNTY

C
CLERK

BOOK 500 PAGE 51

262734

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING
STATEMENT RECORDS OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

RECORD FEE 17.00
POSTAGE .50

This Financing Statement is presented to a Filing
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: JOSEPH WARANCH
330 Riverside Drive
Pasadena, Maryland 21122
#15709 0345 R01 115:29
2. NAME AND ADDRESS OF SECURED PARTY: THE FIRST NATIONAL BANK OF
MARYLAND
Lafayette Building
40 W. Chesapeake Avenue
Towson, Maryland 21204

JUL 15 86

3. This Financing Statement covers the following types (or
items) of property:

1750
(a) The interest of the Debtor in all building materials and fixtures of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all replacements thereof, substitutions therefor and additions thereto (collectively, the "Equipment"), and all Proceeds thereof. The Real Property is also described in a certain Indemnity Deed of Trust dated July 9, 1986, between the Debtor and James Lambdin and Donald G. Kulle, trustees (the "Deed of Trust"). The Debtor is a record owner of the Real Property.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JUL 15 PM 3:33

E. AUBREY COLLISON
CLERK



(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property or the Equipment, or arising from the use or enjoyment of all or any portion thereof, or from any lease, sublease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

BOOK 500 PAGE 53

Debtor:

Joseph Waranch
Joseph Waranch

Filing Officer Return To:

Cynthia K. Close,
Legal Assistant
Miles & Stockbridge
401 Washington Avenue
12th Floor
Towson, Maryland 21204

BOOK 500 PAGE 51

EXHIBIT A

DESCRIPTION OF THE LAND

BEING ALL THAT LOT OF GROUND SITUATE, LYING AND BEING IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AND DESCRIBED AS FOLLOWS: All that lot of land known and designated as Lot No. 25, as laid out on Plat No. 1 of Indian Village, said Plat being recorded among the Plat Records of Anne Arundel County, originally in Plat Book WMB No. 1, folio 44, and now recorded in Plat Cabinet No. 1, Rod C, folio 14. The improvements thereon being presently known as No. 330 Riverside Drive.

~~DISTRICT COURT, A.A. CO.~~

~~Mailed to Assignee~~

Mailed to Secured Party

*record in
F/S*

BOOK 500 PAGE 55

262735

1063086TMD
A-7A-4

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

July 3, 1986

Not subject to Recordation Tax
Principal amount of debt secured is:
\$100,000.00

RECORD FEE 17.00
POSTAGE .50
M1 T1127
JUL 16 86

FINANCING STATEMENT

- 1. DEBTOR: Address:
Arlington Custom Homes, Inc.
a Maryland Corporation c/o Nancy F. Kreller
772 Oak Stump Drive
Millersville, Maryland 21108
- 2. SECURED PARTY: Address:
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department
- 3. TRUSTEES: Address:
WILLIAM E. THOMPSON and
MARY C. MARTIN 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus,

7/50

1986 JUL 16 AM 11:30
F. AUBREY CILLISON



attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

ATTEST:

DEBTOR:

ARLINGTON CUSTOM HOMES, INC.,
a Maryland corporation

Fredrick R. Keller
Secretary

By: Nancy J. Keller [SEAL]
President

BOOK 500 PAGE 57

[CORPORATE SEAL]

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Barbara G. Golden

BOOK 500 PAGE 58

BEING KNOWN AND DESIGNATED as Lot No. 16, as shown on a plat entitled ELMHURST ESTATES, Section 11, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 98, folio 7.

Exhibit "A"

(Description of Real Property)

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 428 FOLIO 452 ON Aug. 21, 1980 (DATE)
in Circuit Court, Anne Arundel County, Maryland

1. DEBTOR

Name Merritt Urban Venture
Address Leroy M. Merritt, 1840 Ruxton Road, Towson, Md. 21204

2. SECURED PARTY

Name The Aetna Casualty and Surety Company
Address One Civic Center Plaza, P. O. Box 1414
Hartford, Connecticut 06143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Unionmutual Stock Life Insurance Co. of America 2211 Congress Street Portland, Maine 04122</p>	

RECORD FEE 10.00
POSTAGE 50
JUL 16 1986

THE AETNA CASUALTY AND SURETY COMPANY

1986 JUL 16 PM 12:12
E. AUBREY COLLISON
CLERK

Dated June 9, 1986

Ben White
(Signature of Secured Party)
Ben White, Assistant Vice President
Type or Print Above Name on Above Line

CR
CLERK

Mailed to Secured Party

10.95

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 428 FOLIO 449 ON Aug. 21, 1980 (DATE)
in the Circuit Court, Anne Arundel County, Maryland

1. DEBTOR

Name Anne Arundel County, Maryland
Address Leroy M. Merritt, 1840 Ruxton Road, Towson, Md. 21204

2. SECURED PARTY

Name The Aetna Casualty and Surety Company
Address One Civic Center Plaza, P. O. Box 1414
Hartford, Connecticut 06143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Unionmutual Stock Life Insurance Co. of America 2211 Congress Street Portland, Maine 04122</p>	

CHECK FORM OF STATEMENT

CR CLERK

SECURITY FEE 10.00
POSTAGE .50
JUL 16 1986

THE AETNA CASUALTY AND SURETY COMPANY

Dated June 9, 1986

[Signature]
(Signature of Secured Party)

Ben White, Assistant Vice President

Type or Print Above Name on Above Line

1986 JUL 16 PM 12:12
RECORDED
ANN ARUNDEL COUNTY
AUBREY COLLISON
CLERK

10.00 - 50

Mailed to Secured Party

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:

James Spence
Gloria Spence
751 North Riverside Drive
Crownsville, Md. 21032

2. Name of Secured Party (or Assignee) and address:

Second National Building and Loan, Inc.
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

RECORD FEE 12.00
POSTAGE 50
SALISBURY, MD 21801
JUL 16 86

3. This Financing Statement covers the following types (or items) of property:

assignments of mortgage proceeds being settled by Free State in the amount of \$100,000.00

4. Check the statements which apply, if any, and supply the information indicated:

The underlying secured transaction is not subject to recordation tax
 The underlying secured transaction is subject to recordation tax on the principal amount of \$ ___

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)

James Spence
Gloria Spence
James Spence
Gloria R. Spence

Secured Party:

BY: *[Signature]*
(Authorized Signature)
Regional Vice-President, Richard C. Applegate
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED: July 1 19 86

REV. 2/84



Mailed to Secured Party

RECEIVED FOR RECORD
SHERIFF COURT, BALTIMORE COUNTY

1986 JUL 16 PM 1:15

E. AUBREY COLLISON
CLERK

12.00 50

TO BE RECORDED SIMULTANEOUSLY AMONG:

BALTIMORE CITY, ANNE ARUNDEL COUNTY, AND BALTIMORE COUNTY,
MARYLAND FINANCING STATEMENT RECORDS

AND

BALTIMORE CITY, ANNE ARUNDEL COUNTY, AND BALTIMORE COUNTY,
MARYLAND LAND RECORDS

FINANCING STATEMENT

DM
128847

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

FR.
1850

1850

1. NAME OF DEBTORS: CHARLES A. LYNCH and
JUDITH A. LYNCH
2406 Mountain Road
Pasadena, Maryland 21122

RECORD FEE 18.00
POSTAGE .50
#15875 0345 R01 7:15:14
JUL 16 86

2. NAME OF SECURED PARTY: PROVIDENT BANK OF MARYLAND
Address: 114 East Lexington Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or
items) of property.

A. The interest of Debtors in all inventory,
equipment, accounts and general intangibles, including without
limitation, machinery, lights, signs, licenses, permits, lease
agreements, books and records pertaining to the Property
hereinafter mentioned, and all substitutions, replacements,
additions, accessions, parts, packaging and instruments relating
thereto and the proceeds generated therefrom (other than
consumable goods, inventory and trade fixtures or other personal
property owned by tenants occupying all or any portion of the
improvements on the premises hereinafter described) used or
usable in connection with the Property (and any and all
improvements thereon, whether now existing or hereafter
constructed) described in a certain Deed of Trust, Assignment of
Rents and Security Agreement dated July 9, 1986, from
Debtor to John J. Neubauer, Jr. and Michael E. Williams,
Trustees, said Property being located in Baltimore City, Anne
Arundel County, and Baltimore County, Maryland, and being more
particularly described in Exhibit A attached hereto and made a
part hereof.

B. All accounts receivable in respect of any and
all leases executed by the Debtors with respect to any part or
parcel of the Property and the improvements thereon, whether said
accounts receivable are in existence or hereafter created and the
proceeds thereof.

C. Proceeds of all collateral are covered.

DEBTORS:

Charles A. Lynch
Charles A. Lynch

Judith A. Lynch
Judith A. Lynch

CR
CLERK

RECEIVED FOR RECORD
COURT CLERK
1986 JUL 16 PM 3:17
E. AUBREY COLLISON
CLERK

This Financing Statement is executed in multiple counterparts for the purpose of simultaneous recordation in various political subdivisions in which the properties described in Exhibit A are located.

NOT SUBJECT TO RECORDATION TAX

- (a) PARCEL 1: Deed dated June 6, 1975 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2763, folio 19, from Stuart C. Dietz & Co., Inc. to Charles A. Lynch and Judith A. Lynch, as Tenants in Common. Saving & Excepting so much of the property as described in Deed recorded in Liber W.G.L. No. 2846, folio 261.
- (b) PARCEL 2: Deed dated May 8, 1973 and recorded among the aforesaid Land Records in Liber W.G.L. No. 2587, folio 639, from Salvatore M. Lanasa and Toby M. Lanasa, his wife, to Charles A. Lynch and Judith A. Lynch, as Tenants in Common.
- (c) PARCEL 3: Deed dated April 29, 1982 and recorded among the aforesaid Land Records in Liber W.G.L. No. 3488, folio 592, from Charles A. Lynch, Jr. to Charles A. Lynch and Judith A. Lynch, as Tenants in Common.
- (d) PARCEL 4: Deed dated March 8, 1972 and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 2890, folio 668, from Mary E. Swonger and Columbus Leroy Swonger, Jr., her son, by his Attorney-in-Fact, Richard G. Bartholomee, to Charles A. Lynch and Judith A. Lynch, as Tenants in Common.
- (e) PARCEL 5: Deed dated April 29, 1982 and recorded among the Land Records of Baltimore City in Liber C.W.M. Jr. No. 4180, folio 509, from Charles A. Lynch Jr. to Charles A. Lynch and Judith A. Lynch, as Tenants in Common.
- (f) PARCEL 6: Deed dated September 30, 1974 and recorded among the Land Records of Baltimore County in Liber E.H.K. Jr. No. 5484, folio 90, from Atlantic Richfield Company, a Pennsylvania corporation, to Charles A. Lynch and Judith A. Lynch, as Tenants in Common.

PARCEL 1: BEGINNING for the first at a spike on the inside sidewalk line of the Crain Highway lot which point of beginning is on the southeast side of said highway and is North $31^{\circ} 13'$ East 70 feet from a pipe set at the intersection of the closing line of the conveyance from Henry H. Sasscer, Jr. and wife to Henry H. Sasscer, Jr. by Deed dated October 1, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 269, folio 112, with the southeast sidewalk herein referred to and is measured at right angles 25 feet from the center of said highway; thence binding on said sidewalk, North $31^{\circ} 13'$ East 103.85 feet to a spike in a roadway; thence leaving said highway and sidewalk, South $58^{\circ} 38'$ East 160.4 feet to a pipe; thence South $31^{\circ} 13'$ West 102.65 feet to a pipe, and North $59^{\circ} 04'$ West 160.4 feet to the place of beginning.

BEGINNING for the second at a point distant the two following courses and distances from the point where the east side of Crain Highway is intersected by the second or South $60^{\circ} 30'$ East 871.00 feet line of a conveyance from Mary Ella Gibbons, et al, to John W. Ganz and wife by Deed dated October 6, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 649, folio 462, viz: South $31^{\circ} 13'$ West 76.17 feet, and South $58^{\circ} 52'$ East 159.44 feet; and running thence South $58^{\circ} 52'$ East 157.60 feet to a pipe; thence running South $30^{\circ} 59'$ West 101.42 feet to a pipe; thence running with part of the second line of a conveyance from Henry H. Sasscer to C. Nevitt Douglas and wife by Deed dated June 18, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 364, folio 337, the reverse thereof, North $59^{\circ} 18'$ West 157.60 feet; thence running with the rear line of the Mewshaw property, North $30^{\circ} 59'$ East 102.65 feet to the place of beginning. Containing 0.369 acres of land, more or less.

BEGINNING for the third at a pipe previously set at the intersection of the closing line of the conveyance from Henry H. Sasscer, Jr. and wife to Henry R. Sasscer, Jr. by Deed recorded in Liber J.H.H. No. 269, folio 112, with the southeast sidewalk line of the Crain Highway and is 25 feet measured at right angles from the center line of said Highway; thence leaving the outlines, North $31^{\circ} 13'$ East 70 feet to a spike set on said sidewalk line at the beginning of the conveyance from Henry H. Sasscer, Jr. and wife to Carlton Gibbons, et al, by Deed recorded in Liber J.H.H. No. 290, folio 287, etc.; thence with the closing line of said conveyance to Gibbons, as now surveyed, reversed, and said closing line extended, South $59^{\circ} 26'$ East 318 feet to a pipe; thence South $31^{\circ} 13'$ West 74.45 feet to a pipe previously set on the closing line of the whole tract hereinbefore referred to; thence binding on said North $59^{\circ} 38'$ West 317.95 feet to the place of beginning. Containing 0.53 acres, more or less, according to a survey by Edward Hall, Jr., County Surveyor, in May, 1946.

The improvements on the above three (3) parcels of ground are being known as No. 807 Crain Highway.

SAVING & EXCEPTING so much of the above parcels as was conveyed by Deed dated February 4, 1976 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2846, folio 261, from Charles A. Lynch and Judith A. Lynch, his wife, to the State of Maryland, to the use of the State Highway Administration of the Department of Transportation.

PARCEL 2: BEING known and designated as Lots Nos. 1, 2, 3, 4, 5, 30, 31, 32, 33, 34, 35 and 36, in Section 15, as shown on a Plat of Sunset Beach, which said Plat is filed among the Plat Records of Anne Arundel County in Plat Book 2, folio 27.

PARCEL 3: BEING known and designated as Lots Nos. Seven (7) and Eight (8), as shown on the Plat of the Property of Fred C. Reinhardt and wife, left for recorded with the Clerk of the Circuit Court of Anne Arundel County on February 24, 1947; said lots having a combined frontage of 110 feet on the northerly side of Gibson Island Road (formerly known as Mountain Road) with an even rectangular depth Northerly of 175 feet.

PARCEL 4: BEGINNING for the first on the south side of Fort Avenue, 15 feet westerly from the southwest corner of Forst Avenue and Covington Street, and at the center of the partition wall, there situate; running thence westerly on Fort Avenue, 14 feet to the center of another partition wall; thence southerly on the center of the last mentioned partition wall and continuing the same course in all, 85 feet 9 inches, more or less, to the south side of a 10 foot alley; thence easterly on the south side of said alley with the use thereof in common, 14 feet to intersect a line drawn southerly from the beginning through the center of the partition wall first mentioned; and thence reversing said line so drawn and binding thereon, 84 feet 8 1/2 inches to the place of beginning.

The improvements thereon being known as No. 445 East Fort Avenue.

BEGINNING for the second at the southwest corner of Fort Avenue and Covington Street, thence westerly on the south side of Forst Avenue, 15 feet to the center of a partition wall; thence southerly on the center of said partition wall, 84 feet 8 1/2 inches, more or less, to the south side of a 10 foot alley; thence easterly on the south side of said alley with the use in common, 15 feet to the west side of Covington Street; thence northerly on Covington Street, 83 feet 8 inches to the place of beginning.

The improvements thereon being known as No. 447 East Fort Avenue.

PARCEL 5: BEGINNING for the same on the northeast corner of Cross and William Streets, and running thence North bounding on the East side of William Street, 17 feet 6 inches to the center of a partition wall; thence east through the center of said partition wall, 62 feet 2 inches; thence south parallel with William Street, 17 feet 6 inches to the north side of Cross Street; and thence west bounding on said north side of Cross Street, 62 feet 2 inches to the place of beginning.

The improvements thereon being known as No. 1043 William Street.

PARCEL 6: BEGINNING for the same at a pipe found on the southwesterly corner of said Lot 1, Section G, and running thence (1) along the fronts of Lots 1, 2, 3, 4 and 5, which is also along the present easterly line of Annapolis Road (Alt. U.S. Rt. 301) as shown on said plat, as now surveyed, North 11° 51' 43" East 128.97 feet to a pipe found; thence (2) along the northerly line of Lot 5, as shown on said plat, as now surveyed, and partly along the southerly line of a certain 10 foot wide alley, South 64° 07' 36" East 165.70 feet to a pipe found; thence (3) along the rear lines of Lots 5, 4, 3, 2 and 1, as shown on said plat, as now surveyed, which is the westerly line of a certain 10 foot wide alley, South 26° West 125.13 feet to a pipe found; and thence (4) along the southerly line of Lot 1, which is also the northerly line of New York Avenue, as shown on said Plat (50 feet wide), as now surveyed, North 64° 07' 36" West 134.20 feet to the place of beginning.

Containing 18,763 square feet, more or less, or 0.4307 acres, more or less.

Being known and designated as Lots Nos. 1, 2, 3, 4, 5, in Block G, as shown and laid out on Plat No. 3 of Baltimore Highlands, which Plat is recorded among the Land Records of Baltimore County in Plat Book W.P.C. No. 3, folio 34.

Mailed to Secured Party

TO BE RECORDED IN THE:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
2. Financing Statement Records of Anne Arundel County, Maryland
3. Land Records of Anne Arundel County, Maryland

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

SEVERNA ASSOCIATES LIMITED
PARTNERSHIP
21 West Road
Towson, Maryland 21204

2. NAME AND ADDRESS OF SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND
210 E. Lombard Street
Baltimore, Maryland 21202
Attn: Steven Jaeger,
Senior Vice President

3. This Financing Statement covers all of the following property of the Debtor:

A. Equipment. The interest of the Debtor in all of the building materials, machinery, fixtures, equipment, furniture, and articles of tangible personal property of every kind and nature whatsoever (other than consumable goods and Debtor's inventory), and all renewals or replacements thereof or articles in substitution therefor, whether now located or hereafter located or installed in improvements located on the premises described in Exhibit A attached hereto.

B. Leases, Rents and Profits. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof, together with all rents, issues, proceeds, licenses, franchises, permits, income, profits and royalties now or hereafter accruing from and/or affecting the premises described in Exhibit A and the improvements located thereon.

1986 JUL 17 AM 10:57

1986 JUL 17 AM 10:57

E. MURPHY COLLISON
CLERK



RECORD FEE 21.00
POSTAGE .50
#15975 0345 R01 T10:54

JUL 17 86

2/1

C. Insurance and Condemnation Proceeds. All of the Debtor's right, title and interest in and to (i) any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements, or other compensation heretofore or hereafter made as a result of, in connection with, or in lieu of any taking of the premises described in Exhibit A or any improvements located thereon or any part thereof, under the power of eminent domain, either temporary or permanent, any change or alteration of the grade of any street, and any other injury or damage to, or decrease in value of, the premises described in Exhibit A or the improvements located thereon or any part thereof, and (ii) any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the premises described in Exhibit A or the improvements located thereon or any part thereof.

D. Miscellaneous. All general intangibles, actions, and rights in action with respect to the real and personal property described herein and in Exhibit A.

E. Proceeds and Products. Proceeds and products of the collateral are also covered.

4. Not subject to recordation tax.

DEBTOR:

SEVERNA ASSOCIATES LIMITED PARTNERSHIP

By: Michael J. Batza, Jr.
Michael J. Batza, Jr.,
Managing General Partner,
by James W. Jeffcoat,
attorney in fact

By: Earl L. Linahan
Earl L. Linahan,
Managing General Partner,
by James W. Jeffcoat,
attorney in fact

RETURN TO:

Cynthia C. Buescher, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

The land referred to in this Commitment is described as follows:

BEGINNING for the same at the end of the 2nd or South 74° 56' 02" East, 444.02 foot line of a conveyance from Stephen Joseph Szewczyk to the Board of Education of Anne Arundel County, Maryland, by deed dated April 30, 1969 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2262 folio 553; said point of beginning being further located at the end of the 3rd or North 67° 07' West 297.6 foot line of a conveyance from Lucy H. Saffield to Our Shepherd Evangelical Lutheran Church by Deed dated March 13, 1961, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 1461 folio 145; THENCE from said place of beginning so fixed and with said last mentioned line reversely, as now surveyed, South 74° 55' 08" East, 297.32 feet to a point at the end of the 2nd or North 20° 15' East 1804.6 foot line of said conveyance; THENCE with part of said line, reversely, as now surveyed, South 13° 01' 08" West, 1201.69 feet to a point, THENCE running through Our Shephard Evangelical Lutheran Church Property for a line of division, North 74° 55' 08" West, 278.24 feet to a point in the 5th, or South 20° 00' 04" West, 1005.47 foot line of a conveyance from Nettie Lee Walton and Louis O. Brennan to Thomas O. Beall, et ux., by deed dated November 26, 1946 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 390 folio 154; THENCE with part of said line, reversely, as now surveyed North 11° 57' 51" East, 204.44 feet to an iron pipe; THENCE still with the Beall Property North 80° 59' 45" West, 4.83 feet to an iron pipe in the division line between the said Beall Property and a conveyance from James E. Beall to Philip A. Grace, et ux., by deed dated May 10, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2489, folio 746; THENCE with part of a boundary line agreement between and among Philip A. Grace, et al., Medical Development Associates, et al., and Our Shepherd Lutheran Church (formerly known as Our Shepherd Evangelical Lutheran Church) dated April 30, 1981 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3406, folio 475; North 12° 23' 13" East, 200.29 feet to an iron pipe in the division line between Philip A. Grace, et ux., property and a conveyance from Russell B. Daywalt to Medical Development Associates by Deed dated September 19, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2712, folio 640; THENCE continuing with the aforementioned boundary line agreement North 12° 23' 13" East 405.20 feet to a concrete monument found at the end of the 1st or South 67° 09' East, 434.12 foot line of the aforementioned conveyance to Medical Development Associates; THENCE leaving Medical Development Associates and with part of the aforementioned conveyance to the Board of Education of Anne Arundel County, Maryland, North 12° 27' 50" East, 392.87 feet to the place of beginning. CONTAINING 8.00 acres according to a description prepared by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyor in June, 1981. TOGETHER with a permanent and perpetual easement over, in and under all that property described in a Deed of Easement dated June 30, 1981 and recorded among the Land Records of Anne Arundel County in Liber WGL 3421 folio 800 by Medical Development Associates, a Maryland general partnership, grantor to Severna Associates Limited Partnership, a Maryland limited partnership, grantee, as set forth in said Deed of Easement, and being described as

CONTINUED

The land referred to in this Commitment is described as follows:

follows: BEGINNING for the same at a pipe found at the same point of beginning as that of a conveyance from Russell B. Daywalt to Medical Development Associates by Deed dated September 19, 1974 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2712, folio 640; said point of beginning being further located at the same point of beginning as that of a conveyance from Joseph D. Egeberg, Jr., et ux., to M.S.C. Corporation by Deed dated February 1, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3288, folio 172; said point of beginning being further located in the 4th or North 74° 14' 29" West, 432.68 foot line of a conveyance from Stephen Joseph Szewczyk to the Board of Education of Anne Arundel County by Deed dated April 30, 1969 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2262, folio 553; THENCE with part of said last mentioned line, reversely, as now surveyed South 74° 14' 29" East, 432.74 feet to a monument found at the end of a boundary line agreement between and among Philip A. Grace, et al., Medical Development Associates et al., and Our Shepherd Lutheran Church (formerly known as Our Shepherd Evangelical Lutheran Church) dated April 30, 1981 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3406, folio 475; THENCE with part of said boundary line agreement South 12° 23' 13" West, 60.20 feet to a point; THENCE leaving said boundary line agreement and running through the Medical Development Associates Property for a line of division parallel to and 60 feet southerly of as measured at right angles to the 1st herein mentioned line of this description North 74° 14' 29" West, 432.87 feet to an iron pipe found at the end of the 1st, or South 19° 20' 40" West, 60.23 foot line of the aforementioned conveyance to M.S.C. Corporation; THENCE leaving Medical Development Associates Property and with the 2nd, or North 67° 09' 00" West, 37.14 foot line of said conveyance to M.S.C. Corporation as now surveyed North 74° 14' 29" West, 37.14 feet to a pipe found in the existing eastern right-of-way line of Truckhouse Road (30 feet wide); THENCE with part of said eastern right-of-way line and with the 3rd, or North 17° 38' 00" East, 60.35 foot line of said conveyance to M.S.C. Corporation, as now surveyed, North 10° 32' 31" East, 60.35 feet to a pipe found in said right-of-way line and also at the beginning of the 4th, or South 67° 09' 00" East 39.22 foot line of said conveyance to M.S.C. Corporation; THENCE leaving Truckhouse Road, and with said last mentioned line as now surveyed, South 74° 14' 29" East 39.22 feet to the place of beginning. CONTAINING 0.65 acres according to a description prepared by J.R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors in June, 1981.

ALL as shown on a minor subdivision plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3414, folio 388.

262755

BOOK 500 PAGE 70

TO BE RECORDED IN THE:

- 1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
- ✓ 2. Financing Statement Records of Anne Arundel County, Maryland

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: Meridian Inc.
21 West Road
Towson, Maryland 21204
Attention: James W. Jeffcoat

2. NAME AND ADDRESS OF SECURED PARTY: Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201
Attention: Healthcare Banking Department
William N. Apollony

FEE 11.00
1.50
110.55
JUL 17 86

3. This Financing Statement covers all of the following property of the Debtor:

Account Number 328-651-036-0 maintained by the Debtor with the Secured Party (the "Account") containing a time deposit of not less than \$900,000, together with all moneys now or hereafter deposited therein, all interest and other income thereon, and all cash and non-cash proceeds thereof, together with any and all renewals and extensions of the Account and substitutions for the Account.

4. Not subject to recordation tax.

DEBTOR:

MERIDIAN INC.

By: James W. Jeffcoat
James W. Jeffcoat
Vice President

1986 JUL 17 AM 10:57
 CLERK
 E. AUBREY COLLISON
 CLERK

Return to: Cynthia C. Buescher, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Man to _____

11
2

BOOK

500 PAGE 71

STATE OF MARYLAND

Identifying File No. 262956

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

11.00
7/17/86 0777 ROL 108:43
JUL 17 86

1. DEBTOR

Name CHARLES E. ROYDHOUSE
Address 217 Dewey Dr. Annapolis, Md. 21401

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC. ASSIGNEE
Address 41 Defense Hwy KUBOTA CREDIT
Annapolis, Md. 21401 4444 Shackleford rd.
Norcross, Ga. 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 - New - Kubota Tractor MN# B7200HSD SN# 50906
- 1 - New - Kubota Mower RC60-72H 12085

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

5. Assignee(s) of Secured Party and Address(es)
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Charles E. Roydhouse
(Signature of Debtor)
CHARLES E. ROYDHOUSE
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party
Charles E. Roydhouse
(Signature of Secured Party)
BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

OR
CLERK
1986 JUL 17 AM 11:23
E. AUDREY COLLISON

11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262957

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-30-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE 50
7/13/87 0777 ROJ 108:45
JUL 17 88

1. DEBTOR

Name John B. Lauer
Address 735 Intrepid Way Davidsonville, Md 21035

2. SECURED PARTY

ASSIGNEE:

Name Baldwin Service Ctr Kubota Tractor Corp
41 Defense Hwy 4444 Shackelford Rd
Address Annapolis, Md 21401 Norcross, Ga 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1- Kubota Tractor L2850DT-7 S/N 52042
- 1- Kubota Loader BF500G S/N 11410
- 1- Woods Backhoe BH750 S/N 3351
- 1- Modern Rake MR-36 S/N 927
- 1- Woods Bushhog M-5 S/N 84972
- 1- Perone Trailer S/N 86P632FB

1986 JUL 17 AM 11:23
E. AUBREY COLLISON

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

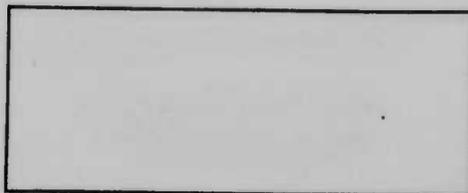
+ John B. Lauer
(Signature of Debtor)

John B. Lauer

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Mailed to Secured Party

Baldwin Service Center, Inc.

Type or Print Above Signature on Above Line

BOOK 500 PAGE 73

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 8253

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Andrew Netzer
Address 860 Swift Rd Pasadena, Md 21122

2. SECURED PARTY

Name Baldwin Service Ctr Kubota Tractor Corp.
Address 41 Defense Hwy 4444 Shackelford Rd
Annapolis, Md 21401 Norcross, Ga 30093

ASIGNEE:

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
15898 0777 01 TOR: 46
JUL 17 86

- 1- New Kubota Tractor Model L275DT S/N 52591
1- New Kubota Loader Model BF400 S/N 11623
1- New Modern Rake 6' S/N 930
1- New Perone Trailer 16' S/N 652FB

RECEIVED FOR RECORD
POST OFFICE BALTIMORE COUNTY
1986 JUL 17 11:23
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Andrew Netzer
Type or Print Above Name on Above Line
Type or Print Above Signature on Above Line

Mailed to Secured Party
Signature of Secured Party: Baldwin service center, inc.
Type or Print Above Signature on Above Line

11.50

262756

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Address(es)
Seth E. Church, D.D.S. **123 Merryman Court**
Annapolis, Maryland 21401

6. Secured Party Address
 Equitable Bank, National Association **100 S. Charles Street**
 Attention: **Colleen O. Jurak** **Baltimore, Maryland 21201**
Loan Documentation

RECORD FEE 11.00
 RECORD TAX 70.00
 POSTAGE .50
 TOTAL 81.50
 JUL 17 1986

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Seth E. Church, D.D.S. (Seal) _____ (Seal)
Seth E. Church, D.D.S. (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

Mailed to Secured Party

[Handwritten Signature]

OFF CLERK

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

RECORD FEE 11.00
 RECORD TAX 70.00
 POSTAGE .50
 TOTAL 81.50
 JUL 17 1986

1986 JUL 17 AM 11:23
 EQUITABLE BANK, N.A.

Circuit Court for Anne Arundel County

FINANCING STATEMENT

262757

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00 ~~90,000.00~~ ^{ANS} The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 JHS Construction, Incorporated 7509 Connelly Drive, Suite F
 Hanover, Maryland 21076

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Wanda L. Fendlay 100 S. Charles Street
 Loan Documentation Baltimore, Maryland 21201

RECORDED FE 11.00
 RECORD TAX 280.00
 REVENUE 1.00
 TOTAL 292.00

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

JUL 17 86

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors JHS Construction, Incorporated
 By: James H. Selfridge (Seal) _____ (Seal)
James H. Selfridge, President (Seal) _____ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7-82)

Mailed to Secured Party

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

CLERK

RECORDED
 JUL 17 1986
 ANNE ARUNDEL COUNTY

11-
 220.00
 291.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 401 Page No. 411
Identification No. 224618 Dated April 27, 1979

1. Debtor(s) Jeffrey S. and Richard B. Massing
Name or Names—Print or Type
Second Ave. and Rt. 175 Gambrills MD 21054
Address—Street No., City - County State Zip Code

2. Secured Party Equitable Bank, N.A.
Name or Names—Print or Type
100 South Charles Street Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
\$15.50 107 001 108 198

JUL 17 86

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

CR
CLERK

RECEIVED IN RECORD
CLERK'S OFFICE
1986 JUL 17 AM 11:23
E. AUBREY COLLISON

Dated: June 30, 1986

Equitable Bank, N.A.

[Signature]
Name of Secured Party
Signature of Secured Party

C. I. Carr assistant Vice President
Type or Print (Include Title if Company)

Mailed to Secured Party

262758

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es) 1. 2605 Cabover Drive
 Ric-Lee Corporation T/A Hanover, Maryland 21076
 Patio Enclosures 2. 224 Dorsey Road
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Colleen O. Jurak Baltimore, Maryland 21201
 Loan Documentation

RECORD FEE 12.00
 POSTAGE .50
 BALTIMORE CITY 201 708759

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Ric-Lee Corporation T/A
 _____ (Seal) Patio Enclosures _____ (Seal)
 By: *Richard Tice* (Seal)
 Richard Tice, President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

1250

Mailed to Secured Party



EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
 BALTIMORE CITY
 1986 JUL 17 AM 11:23
 AUBREY COLLISON

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 418

Page No. 496

Identification No. 229584

Dated Nov. 21, 1979

1. Debtor(s) { George Dykes T/A Cottman Transmissions
 Name or Names—Print or Type
8201 Ritchie Highway, Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { SMALL BUSINESS ADMINISTRATION
 (an Agency of the United States Government)
 Name or Names—Print or Type
10 North Calvert St., 3rd floor, Baltimore, MD 21202
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

RECORD FEE 10.00
POSTAGE .50
MAY 17 1986

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: *</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

* Assigned to: Cottman Transmissions Systems, Inc.
240 New York Drive
Fort Washington, PA 19034



RECEIVED FOR RECORD
MAY 17 1986
E. AUBREY COLLISON
CLERK

Dated: May 27, 1986

SMALL BUSINESS ADMINISTRATION
Name of Secured Party
BY Paul Hecht
Signature of Secured Party
Paul Hecht, Chief
Portfolio Management Division
Type or Print (Include Title if Company)

Mailed to Secured Party

BOOK 500 PAGE 79

Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 436

Page No. 27

Identification No. 237271

Dated April 2, 1981

1. Debtor(s) { Dykes Mancott Corporation
 Name or Names—Print or Type
8201 Ritchie Highway, Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { SMALL BUSINESS ADMINISTRATION
 (an Agency of the United States Government)
 Name or Names—Print or Type
10 North Calvert St., 3rd Floor, Baltimore, MD 21202
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: *</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

* Assigned to: Cottman Transmissions Systems, Inc.
240 New York Drive
Fort Washington, PA 19034

RECORD FEE 10.00
POSTAGE .50
JUL 17 1986

CR CLERK

1986 JUL 17 AM 11:24
E. AUBREY COLLISON
CLERK

Dated: May 27, 1986

SMALL BUSINESS ADMINISTRATION
Name of Secured Party
BY Paul Hecht
Signature of Secured Party
Paul Hecht, Chief
Portfolio Management Division
Type or Print (Include Title if Company)

Mailed to Secured Party

BOOK 500 PAGE 80

262759

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax Of \$59,500.00
On Principal Amount Of \$8,500,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel County,
Maryland Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:** **JOLLY ACRES LIMITED PARTNERSHIP**
Suite 300, 8808 Centre Park Drive
Columbia, Maryland 21045

2. **SECURED PARTY:** **THE FIRST NATIONAL BANK
OF MARYLAND**
25 South Charles Steet
Baltimore, Maryland 21202

Attention: Commercial Real Estate Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
 - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

RECORD FEE 57.00
POSTAGE .50

RECEIVED FOR RECORD
CREDIT COURT, A.A. COUNTY

JUL 17 1986

1986 JUL 17 PM 12:02

E. AUBREY COLLISON
CLERK

57.00

property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibits A and A-1, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the

BOOK 500 PAGE 32

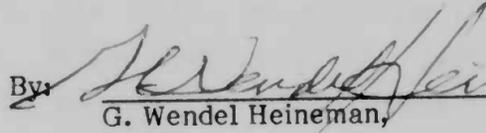
Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

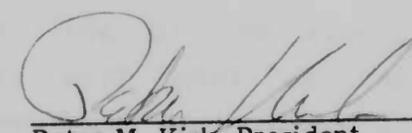
JOLLY ACRES LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: Constellation Properties, Inc., acting
as General Partner

By:  (SEAL)
G. Wendel Heineman,
President

Date: July 16, 1986

By: KMS Oldeco, Inc., acting as
General Partner

By:  (SEAL)
Peter M. Kirk, President

Date: July 16, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

James M. Smith, Esq.
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 5623

5623
J-00.25

Description of Bowie Property
Rte 32 at Baltimore-Washington Parkway
4th District, Anne Arundel County, Maryland

BOOK 500 PAGE 83

First Parcel:

Beginning for the same at a pipe set at the beginning point of the land described in the deed from Robert M. Bowie and Edith W. Bowie, his wife, to William L. Dodd and Susan L. Dodd, his wife, dated February 27, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2739, Folio 205, the said beginning pipe also being in the last line of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the said Land Records in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with part of the last line of the second above-mentioned deed and, reversely, with part of the outline of the land described in the deed from LeRoy C. Corcoran and Alice T. Corcoran, his wife, to Bowie-Ravel Company dated November 22, 1957 and recorded among the said Land Records in Liber No. 1170, Folio 236, as shown on the plat titled "Survey of John Bowie Property" dated June 1981 and prepared by Edward Hall III and Associates, Inc.,

(1) North 29°19'05" East 339.20 feet to a stone found; thence running with part of the first line of the land described in the second above-mentioned deed and also running, reversely, with the outline of the land described in the third above-mentioned deed,

(2) North 36°06'40" East 84.06 feet to a monument found; thence running with part of the first line and the second line of the land described in the second above-mentioned deed and also running, reversely with the outline of the land described in the deed from James P. Thrift, Assignee, to the State Board of Prison Control.

dated October 10, 1921 and recorded among the said Land Records in Liber W.N.W. NO. 48, Folio 395;

(3) North 29°45'45" East 1,191.27 feet; thence running with the third, fourth, fifth and sixth lines of the

land described in the second above-mentioned deed and, reversely; with the outlines of the land described in the last above-mentioned deed the following four (4) courses and distances, viz:

(4) North 57°11'00" East 1,286.49 feet to a monument found,

(5) North 44°40'24" West 186.73 feet to a monument found,

(6) North 73°24'00" East 565.21 feet to a monument found and

(7) South 63°17'10" East 263.77 feet to a monument found; thence running with part of the seventh line of the land described in the second above-mentioned deed and also running with part of the outline of the first parcel of land described in the deed from the National Junior Republic of the City of Baltimore to the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, dated February 20, 1933 and recorded among the said Land Records in Liber F.S.R. No. 115, Folio 120,

(8) South 22°44'56" West 2,273.39 feet to a pipe found at the end of the third line of the land described in the deed from A. Danny Bisogne, unmarried, to Grover T. Smith and Ruble H. Smith, his wife, dated October 27, 1964 and recorded among the said Land Records in Liber 1807, Folio 503; thence leaving the outlines of the whole tract and running, reversely, with the third line and part of the second line of the lands described in the last mentioned deed, the following two (2) courses and distances, viz:

(9) North 57°19'48" West 500.07 feet to a pipe found and

(10) South 22°45'27" West 384.54 feet to a pipe found at the end of the third line of the land described in the deed from Donald Earl Hibbs and Susanne Bowie Hibbs, his wife, to Grover T. Smith and Ruble H. Smith, his wife, dated November 16, 1964 and recorded among the said Land Records

in Liber No. 1813, Folio 28; thence running, reversely, with the third and second lines of the land described in the last mentioned deed the following two (2) courses and distances, viz:

(11) North 55°59'10" West 149.98 feet and
 (12) South 22°48'35" West 290.00 feet to a pipe found on the northeast side of Jolly Acres Road; thence running with the northeast and north side of the said Jolly Acres Road the following eight (8) courses and distances, viz:

(13) North 58°05'10" West 82.76 feet,
 (14) North 67°02'01" West 50.39 feet,
 (15) North 84°43'56" West 59.86 feet,
 (16) South 80°21'40" West 70.35 feet,
 (17) South 74°09'39" West 89.67 feet,
 (18) South 67°30'58" West 84.13 feet,
 (19) South 59°07'27" West 60.10 feet and
 (20) South 49°14'44" West 91.70 feet to a pipe found at the end of the first line of the land described in the first above-mentioned deed; thence running, reversely, with the said first line,

(21) North 59°35'50" West 367.62 feet to the place of beginning. Containing 63.545 acres of land, more or less. Being Parcel 1 as shown on the above-mentioned plat "Survey of John Bowie Property," and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Second Parcel:

Beginning for the same at the point where the northwest right-of-way line of Baltimore-Washington Parkway is intersected by the ninth or South 49 3/4° East 166 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with the said right-of-way line

500 86

of Baltimore-Washington Parkway the following two (2) courses and distances, viz:

- (1) South 43°34'32" West 1,401.42 feet and
- (2) South 49°48'46" West 665.77 feet; thence

leaving the said Parkway and running with the right-of-way lines as shown on State Roads Commission of Maryland Plats No. 46805, 46803 and 46804 the following twelve (12) courses and distances, viz:

- (3) North 83°10'14" West 335.00 feet, to a pipe previously set,
- (4) South 86°57'23" West 226.95 feet,
- (5) North 67°49'56" West 136.49 feet,
- (6) North 40°44'59" West 175.50 feet,
- (7) North 26°28'48" West 223.79 feet,
- (8) North 30°24'54" West 300.08 feet to a monument,
- (9) North 37°24'58" West 283.67 feet,
- (10) North 42°12'07" West 371.99 feet,
- (11) North 00°36'11" East 243.19 feet,
- (12) North 23°36'10" East 311.46 feet,
- (13) 186.47 feet along the arc of a curve to the right having a radius of 778.54 feet and chord of North 30°27'39" East 186.02 feet

(14) North 36°58'07" East 89.75 feet to a monument and

(15) North 52°59'51" West 32.55 feet to the southeast side of Jolly Acres Road (30 feet wide); thence leaving the right-of-way lines as shown on State Roads Commission of Maryland Plat No. 46804 and running with the southeast side of Jolly Acres Road the following seventeen courses and distances, viz:

- (16) North 46°04'52" East 134.79 feet,
- (17) North 50°53'32" East 118.14 feet,
- (18) North 54°50'12" East 59.44 feet,
- (19) North 70°56'57" East 70.30 feet,
- (20) North 86°17'07" East 56.57 feet,
- (21) North 80°49'05" East 50.14 feet,
- (22) North 72°21'05" East 74.14 feet.

- (23) North 46°21'05" East 239.16 feet,
- (24) North 49°14'44" East 88.34 feet,
- (25) North 59°07'27" East 55.30 feet
- (26) North 67°30'58" East 80.19 feet
- (27) North 74°09'39" East 86.31 feet,
- (28) North 80°21'40" East 64.81 feet,
- (29) South 84°43'56" East 51.26 feet,

(30) South 67°02'01" East 43.37 feet,

(31) South 58°05'10" East 77.02 feet and

(32) South 59°38'01" East 156.79 feet to the end of the first line of the land described in the deed from A. Danny Bisogne, unmarried, to Grover T. Smith and Ruhke H. Smith, his wife, dated October 27, 1964 and recorded among the Land Records of Anne Arundel County in Liber No. 1807, Folio 503; thence running, reversely, with the said first line,

(33) South 57°19'48" East 500.17 feet to a point in the seventh of the land described in the first above mentioned deed; thence running with part of the said seventh line,

(34) South 22°44'56" West 19.03 feet to a stone located at the end of the said seventh line; thence running with the eighth line and part of the ninth line of the land described in the first above mentioned deed and also running with the outline of the land described in the deed from the National Junior Republic of the City of Baltimore to the Inner Mission Society of the Evangelical Lutheran Church of Baltimore City and Vicinity, Incorporated, dated February 20, 1933 and recorded among the said Land Records in Liber F.S.R. No. 115, Folio 120, the following two (2) courses and distances, viz:

(35) South 65°06'23" East 325.63 feet and

(36) South 53°56'04" East 877.44 feet to the place of beginning.

Containing 104.634 acres of land, more or less.

Subject to:

(a) agreement dated March 28, 1955 with the Consolidated Gas, Electric Light and Power Company of Baltimore recorded in Liber J.H.H. 913, Folio 543.

(b) agreement with Baltimore Gas and Electric Company dated July 11, 1972 and recorded in Liber M.S.H. No. 2510, Folio 147.

(c) agreement with the Baltimore Gas and Electric Company dated March 11, 1982 and recorded in Liber W.G.L. No. 3463, Folio 258.

(d) easements as shown on S.R.C. Plats Nos. 46803, 46804, 46805 and 47671.

Being Parcel 2 as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Third Parcel

Beginning for the same at a pipe found at the end of the 20th or South 66 $\frac{1}{2}$ West 18 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247; thence from the said beginning point running with the 21st, 22nd, 23rd and part of the 24th lines of the land described in the above mentioned deed, the following four (4) courses and distances,

- (1) North 14°49'22" west 235.22 feet to a concrete monument,
- (2) North 21°52'35" West 197.36 feet to a concrete monument,
- (3) North 43°33'54" West 164.93 feet to a concrete monument and
- (4) North 10°29'04" West 129.33 feet to intersect the southwest right-of-way line of the Baltimore and Ohio Railroad, Fort George G. Meade

Branch; thence leaving the outlines of the land described in the above mentioned deed and running with the right-of-way line of the said Railroad the following two (2) courses and distances, viz:

(5) South 51°06'00" East 293.55 feet and

(6) South 38°15'33" East 445.38 feet to a pipe found; thence leaving the said railroad and running

(7) South 62°10'21" West 263.68 feet to the place of beginning.

Containing 2.277 acres of land, more or less.

Subject to the terms and conditions of an agreement with the Consolidated Gas, Electric, Light and Power Company of Baltimore dated November 27, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 817, Folio 101.

Being Parcel Three as shown on the above mentioned plat titled "Survey of John Bowie Property" and also being part of the land described in the deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 24, Folio 247.

Fourth Parcel

Beginning for the same at a pipe previously set in the last or North 33°00' East 121 3/4 perches line of the land described in the deed from Susannah A. Bowie (widow) to John Bowie, dated January 13, 1902 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24, Folio 247, and at the beginning point of the land described in the deed from John Bowie, Jr. and Audrey L. Bowie, His wife, to Frances Bowie Baldwin and C. Elliott Baldwin, her husband, dated June 18, 1963 and recorded among the said Land Records in Liber No. 1706, Folio 306, the said pipe being located South 29 19'05" West 641.15 feet from a stone at the end of the above mentioned North 33 00' East 121 3/4 perches line; thence from

the said beginning pipe running, reversely, with the sixth or North
59 30'00" West 218.05 foot line,

(1) South 59°37'13" East 218.73 feet to a pipe previously set
on the northwestmost line of Jolly Acres Road; thence running with the
said northwestmost line of Jolly Acres Road the following five courses
and distances, viz:

(2) South 86°17'07" West 59.17 feet,

(3) South 70°56'57" West 78.59 feet,

(4) South 54°50'12" West 64.72 feet,

(5) South 50°53'52" West 120.44 feet and

(6) South 46°04'52" West 140.84 feet to intersect the right-of
way line shown on State Roads Commission of Maryland Plat No. 46804;

thence running with the said right-of-way line

(7) North 52°59'51" West 4.06 feet to intersect the above
mentioned North 33 00' East 121 3/4 perches line; thence running with
part of the said line

(8) North 29°19'05" East 399.70 feet to the place of beginning.
Containing 0.731 acre of land, more or less.

Being Parcel 4 as shown on the above mentioned plat titled "Survey
of John Bowie Property" and also being part of the land described in the
deed from Susannah Bowie, widow, to John Bowie, dated January 13, 1902
and recorded among the Land Records of Anne Arundel County in Liber G.W.
No. 24, Folio 247

Note: The above descriptions were prepared from deed information
and plat titled "Survey of John Bowie Property", prepared by Edward Hall
III and Associates, Inc. and dated June 1981.

SAVING AND EXCEPTING THEREFROM A SIX ACRE PARCEL OF LAND, TOGETHER WITH A FIFTY FOOT RIGHT OF WAY, MORE PARTICULARLY DESCRIBED IN DEED OF EVEN DATE AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WHICH WAS GRANTED AND CONVEYED BY JOLLY ACRES LIMITED PARTNERSHIP, A MARYLAND LIMITED PARTNERSHIP TO AUDREY L. BOWIE, SAID SIX ACRE PARCEL AND RIGHT OF WAY AFORESAID BEING ALSO SET FORTH AND DESCRIBED AS FOLLOWS:

DESCRIPTION OF 6.0 ACRES ±
RESIDENCE SITE OUT OF THE JOHN BOWIE PROPERTY
NEAR ANNAPOLIS JUNCTION
FOURTH TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument found on the northeasternmost right of way line of Relocated Maryland Route 32 at the end of the South 37 degrees 26 minutes 44 seconds East 283.67 foot line shown on Plat No. 46805 of the State of Maryland, Department of Transportation State Highway Administration Right of Way Plats; said beginning point being distant North 62 degrees 10 minutes 21 seconds East 547.59 feet and North 30 degrees 24 minutes 54 seconds West 255.97 feet from an iron pipe found in June 1981 at the end of the South 66 1/2 degrees West 18 perch line described in the conveyance by Susannah A. Bowie to John Bowie by deed dated January 30, 1902 and recorded among the land records of Anne Arundel County in Liber G.W. 24 folio 247; thence leaving said beginning point so fixed and running with said side of Maryland Route 32 shown on State Highway Administration Right of Way Plats 46805 and 46803 with meridian referred to Anne Arundel County Grid; North 37 degrees 24 minutes 58 seconds West 283.67 feet to a galvanized nail there found and North 42 degrees 12 minutes 07 seconds West 78.19 feet to an iron pipe there set, thence leaving said Maryland Route 32 & running through part of the conveyance by John Bowie, widower to John Bowie, Jr. and Frances Bowie Baldwin by deed dated October 3, 1944 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 319 folio 239, North 43 degrees 53 minutes 26 seconds East 643.86 feet to an iron pipe there set in the low grounds, thence running generally with the low grounds of a swale, South 24 degrees 35 minutes 58 seconds East 204.46 feet, South 19 degrees 18 minutes 52 seconds East 218.38 feet and South 55 degrees 40 minutes 00 seconds East 66.76 feet to an iron pipe there set, thence leaving said low grounds and running South 43 degrees 53 minutes 26 seconds West 555.74 feet to an iron pipe now set in the said northeasternmost right of way line of Maryland Route 32, thence running with said right of way line, North 30 degrees 24 minutes 54 seconds West 96.15 feet to the place of beginning.

Containing 6.00 Acres more or less according to a survey and plat made by Richard W. Walker and Associates, Inc. Registered Professional Land Surveyors in July 1986.

Being part of the conveyance by John Bowie, widower to John Bowie, Jr. and Frances Bowie Baldwin by deed dated October 3, 1944 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 319 folio 239.

TOGETHER with, as appurtenant forever to the lot and parcel of ground hereinbefore described by metes and bounds and hereby conveyed in fee-simple by this Deed, a general easement and right-of-way fifty (50) feet wide throughout for all purposes, which includes where the existing, new paved (macadamized) driveway which leads into the aforesaid lot and parcel of ground hereinbefore described and hereby conveyed, as aforesaid, from the Jolly Acres County Road now is, the center of which said existing driveway is the center line of said easement and right-of-way area, and as that centerline has now been surveyed, platted, and described by Richard W. Walker Associates, Inc., surveyor, in July, 1986, as follows, to wit:

BEGINNING for the same at the intersection of the existing center line of the paved road with the North 43 degrees 52 minutes 26 seconds East 643.86 foot line of the above described 6.0 acre lot and distant North 43 degrees 53 minutes 26 seconds East 37.02 feet from an iron pipe set at the beginning of said line, thence leaving said line and running with the center line of the existing paved driveway (12 feet wide) North 36 degrees 48 minutes 39 seconds West 480.41 feet to the center line of said Jolly Acres County Road and point of ending.

First:

Beginning for the same in the center of the county Road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to Susanna Bowie, by Deed dated February 10, 1872, and recorded among the Land Records of Anne Arundel County in Liber S.H. 6, at folio 364, and running thence with the center of said road, (1) North 51 1/2 degrees West 500 feet; thence (2) North 28 3/4 degrees East 697 feet to a stake; thence (3) South 51 1/2 degrees East 500 feet to the seventh line of the whole tract; thence with the said 7th line (4) South 28 3/4 degrees West 697 feet, to the place of beginning.

Containing eight (8) Acres of land more or less.

Second:

Beginning for the same at a point on the Northerly side of a County Road running from "Geyer's Branch" to "Jolly Acres", said point being the Southwesterly corner of the "Cottage Lot", and running thence (1) Northwesterly and binding on said "Jolly Acres" Road, 150 feet to a stake; thence (2) North 27 degrees 15 minutes East 290 feet, and parallel to the second line of "Cottage Lot" to a stake, thence (3) South 51 degrees 30 minutes East 150 feet, and parallel with said County Road, to a point in the Westerly boundary of said "Cottage Lot"; thence (4) along and binding upon said upon said Westerly line of said "Cottage Lot" 290 feet to the place of beginning.

Containing One (1) Acre of land more or less.

Mailed to Secured Party

FINANCING STATEMENT

262760

1. Name of Debtor: FRED MENKE'S CAR STORE, INC.,
formerly d/b/a Fred Menke's
Pontiac-GMC-Datsun-Volvo, Inc.
Address: 125 South Winchester Road
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 210 East Lombard Street
Baltimore, Maryland 21202
Attn: C. Wayne Davis,
Vice President

3. This Financing Statement covers the following types (or items) of property.

(a) All building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, Debtor's inventory and trade fixtures and personal property owned by tenants occupying all or any portion of the hereinafter described Mortgaged Property), now or hereafter located or contained in or upon or attached to, the Mortgaged Property or any part thereof, and used or usable in connection with any present or future use or operations of the Mortgaged Property or any part thereof, whether now owned or hereafter acquired by the Debtor or others. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in the Consolidation and Modification Agreement dated July 9, 1986 (the "Consolidation Agreement") by and among the Secured Party, the Debtor and C. Wayne Davis and Louis W. Lacy, Trustees, which Consolidation Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Consolidation Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

RECEIVED FOR RECORD
SPRINGFIELD COUNTY

1986 JUL 17 PM 12:40

E. AUBREY COLLISON
CLERK

1 of 2



12-90
50

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

FRED MENKE'S CAR STORE, INC.,
formerly d/b/a Fred Menke's
Pontiac-GMC-Datsun-Volvo, Inc.

By: Frederick R. Menke (SEAL)
Frederick R. Menke, President

DATED: July 9, 1986

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records

Mailed to Secured Party

FINANCING STATEMENT

262359

1. Name of Debtor: FREDERICK R. MENKE
Address: 125 South Winchester Road
Annapolis, Maryland 21401
2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 210 East Lombard Street
Baltimore, Maryland 21202
Attn: C. Wayne Davis,
Vice President
3. This Financing Statement covers the following types (or items) of property.
- (a) All building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, Debtor's inventory and trade fixtures and personal property owned by tenants occupying all or any portion of the hereinafter described Mortgaged Property), now or hereafter located or contained in or upon or attached to, the Mortgaged Property or any part thereof, and used or usable in connection with any present or future use or operations of the Mortgaged Property or any part thereof, whether now owned or hereafter acquired by the Debtor or others. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in the Consolidation and Modification Agreement dated July 9, 1986 (the "Consolidation Agreement") by and among the Secured Party, the Debtor and C. Wayne Davis and Louis W. Lacy, Trustees, which Consolidation Agreement was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.
- (b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.
- (c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.
- (d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Consolidation Agreement, including but not limited to, all rights to insurance and condemnation proceeds.

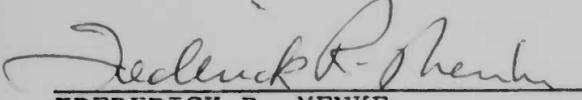
SECURITY FEE 11.00
MORTGAGE .50431049 1237 862 112:34
JUL 17 86RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JUL 17 PM 12:40

E. AUBREY COLLISON 1 of 2
CLERK11.00
-50

4. Proceeds and products of the collateral are also covered.
5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtors:

 (SEAL)
FREDERICK R. MENKE

DATED: July 9, 1986

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records

Mailed to Secured Party

STATE OF MARYLAND

BOOK 500 PAGE 98
262761

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name UNIGLOBE Capital Travel Center, Inc.
Address 2666 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payment, and general intangibles now owned or hereafter acquired by debtor and all proceeds, cash and non-cash, of such inventory, equipment, accounts and other rights to payment, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
REGISTERED MAIL 713703
JUL 17 86



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- XX (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

UNIGLOBE Capital Travel Center, Inc.

BY: Carol VanderClute
(Signature of Debtor)

G. Carol VanderClute, President
Type or Print Above Name on Above Line

Robert VanderClute
(Signature of Debtor)

Robert VanderClute, Secretary
Type or Print Above Signature on Above Line

Mailed to Assignee

BAY NATIONAL BANK

Donna J. Stevens
(Signature of Secured Party)

Donna J. Stevens, Loan Accounting Officer
Type or Print Above Signature on Above Line

1986 JUL 17 PM 3:05
E. AUBREY COLLISON
CLERK

11.00

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/7/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TAYLOR, George E. & Judith C.

RECORD FEE 12.00

Address 482 Old Orchard Circle, Millersville, MD 21108

POSTAGE .50

RECORDED 1345 801 T14:55
JUL 17 86

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1979 40' Viking fiberglass hull #VKY40531M79L
1979 Twin 350 HP Crusader gas engines #25784 & 25465

Home anchorage/winter: Millersville, MD

ASSIGNEE:

NEW ENGLAND SAVINGS BANK
63 Eugene O'Neill Drive
New London, CT 06320

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George E. Taylor
(Signature of Debtor)

George E. Taylor

Type or Print Above Name on Above Line

Judith C. Taylor
(Signature of Debtor)

Judith C. Taylor

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

RECORDED
CLERK

1986 JUL 17 PM 4:22

E. AUBREY COLLISON
CLERK

Mailed to Assignee

#79901023
Anne Arundel

262763

FINANCING STATEMENT FORM UC 2-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 7/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stone, Raymond M. & Joyce A.
Address Mattapan Rd. Box 85 St. Mary's City, MD 20686

RECORD FEE 12.00
#1418105 R01 T14856
JUL 17 86

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second St. Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (List)

1986 Chris Craft 33' Fiberglass Hull #CCHEA140E686
1986 Crusader Gas Twin 270HP Engine #57051 & 58765

Home Anchorage/Winter: Annapolis, MD

Assignee: New England Savings Bank
63 Eugene O'Neill Drive
St. Mary's City, MD 20686

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are utilized or to be utilized to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Raymond M. Stone
(Signature of Debtor)

Raymond M. Stone
Type or Print Above Name on Above Line

Joyce A. Stone
(Signature of Debtor)

Joyce A. Stone
Type or Print Above Signature on Above Line

MARK AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

ACCOUNT # 79901003

1250

Mailed to Assignee

CR
CLERK

RECEIVED FINANCIAL SERVICES DIVISION

1986 JUL 17 PM 4:22

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County, MD
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s): Banner Lighting CO of Annapolis, MD, Inc. Address(es): 51 Annapolis Mall
Annapolis, MD 21401

6. Secured Party: Maryland National Bank Address: Department: Maryland National Bank
Daniel T. Gnau, III Post Office Box 987, Mailstop Wheaton Plaza
Baltimore, Maryland 21203 Wheaton, MD 20902

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Banner Lighting CO. of Annapolis MD, Inc.
 Debtor:

Secured Party: Maryland National Bank

By: Amel Banner Pres (Seal)
 Type name and title, if any

By: Daniel T. Gnau, III (Seal)
Senior Officer and Manager
 Type name and title

By: _____ (Seal)
 Type name and title, if any

Type name and title

MARYLAND NATIONAL BANK



Mailed to Secured Party

RECORDED
 JUL 17 1986
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT

RECORD FEE 11.00
RECORD TAX 161.00
POSTAGE .50
JUL 17 1986 11:41:58
JUL 17 1986

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County & State of MD
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$22,900.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County \$122.50 7/3/86

5. Debtor(s) Name(s): Aquarium, Inc. Address(es): 180-L Penrod Court
Glen Burnie, MD 21061

6. Secured Party: Maryland National Bank Address: Department: LDRU
Attention: LDRU Post Office Box 17372
Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property), (Continued on Schedule A):

Debtor: The Aquarium, Inc.

Secured Party: Maryland National Bank

By: A. Merrill Cohen, Pres. (Seal)
Type name and title, if any A. Merrill Cohen, President

By: _____ (Seal)

By: _____ (Seal)
Type name and title, if any

MarieJo Gerry, Commercial Banking Officer
Type name and title

267-95 REV 1/86

11-
161-
50.

MARYLAND NATIONAL BANK

RETURN TO:

MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203



1986 JUL 17 PM 4:22
E AUBREY COLLISON
CLERK

9004

Schedule "A"

- 1 Standard Alloyd Model 6S-CBE Fully Automatic Blister Sealing Machine

Specifications:

Electrical: Nominal 230 VAC, 1 PH, 60 HZ,
30 Amp

Drive Motor: 1/2 HP, 1725 RPM

Heater: 2200 Watt, 0-800°F

Sealing Area: 10" x 16"

Air Cylinder: 6" dia. bore, 2 stroke

Compressed Air: Auxiliary supply nominal 10
SCFM @ 100 PSIG. required @ 20 strokes/min.

Vacuum Pump: 1 HP

Temp. Controller: Indicating solid state

Speed: 10-20 indexes per minute

- 1 Set 3 Up, 6S-CBE Heat seal tooling consisting of:

- 1 - Heater Plate
- 6 - Nesting Trays
- 1 - Blister Chute
- 1 - Card Chute
- 1 - Set Blister Plugs

Terms: Machine - 40% With Purchase Order
40% Prior to Shipment
20% Net 30

Heat Seal Tooling - Net 30

Mailed to Secured Party



262767

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Court House-Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$3,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Donald R. Sheckells
 1462 Snug Harbor Road
 Shady Side, Md. 20764

6. Secured Party Address
 Maryland National Bank P.O. Box 204
 Attention: Thomas Coleman Churchton, Md. 20733

RECORD FEE 11.00
 RECORD TAX 21.00
 POSTAGE .50
 #16113 045 R01 114:59
 JUL 17 86

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

x Donald R. Sheckells (Seal)
 Donald R. Sheckells

Secured Party
Maryland National Bank

x Thomas Coleman (Seal)
 Thomas Coleman-Branch Officer

____ (Seal)

____ (Seal)

____ (Seal)

Type name and title



1986 JUL 17 PM 4:22

EVAUGREY COLLISON
CLERK

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11-
21-0

BOOK 500 PAGE 105
SCHEDULE A

This schedule A is attached to and made part of a Financing Statement to Maryland National Bank from Donald R. Sheckells dated 7/9/86.

1979 Evinrude Engine serial #J0002493

Mailed to Secured Party

500 500 PAGE 106 262768

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 214905
RECORDED IN LIBER. WGL FOLIO 380 412 ON December 9, 1977 (DATE)

1. DEBTOR

Name Walter P. Petkervitch & Dorothy Petkervitch
Address 2574 Riva Road, Annapolis, MD

2. SECURED PARTY

Name Second National Building & Loan, Inc.
Address P. O. Box 2558, Salisbury, MD 21801-2558

RECORD FEE 10.00
FILING FEE .50
JUL 17 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
		

1986 JUL 17 PM 4:22

E. AUBREY COLLISON
CLERK

Second National Building & Loan, Inc.

Dated July 8, 1986

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey
Assistant Vice President

Mailed to Secured Party

262769

BOOK 500 PAGE 107

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
UNIFORM TAX 70.00
RECORD TAX 630.00
POSTAGE .50
1150777 001 115427

1. DEBTOR(S) and Address(es) KENSTER TRI-STATE + COMPANY 621 MAYO RD. EDGEWATER, MD. 31037	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Reverie Luck-Tobog</u> Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:
- B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
- D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. CAT MODEL 225 EXCAVATOR S/N 51U-3299,
CAT 225 EXCAVATOR S/N 51U-637 + CAT 930 LOADER
S/N 41K-2841

- 4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
- 5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$100,000.00

DEBTOR: KENSTER TRI-STATE + COMPANY
(Type Name)
 By: William Brewster, Sec.
WILLIAM BREWSTER, SEC.
 By: _____

SECURED PARTY:
 UNION TRUST COMPANY OF MARYLAND
 By: Ralph E. Campbell
(Type Name)
RALPH E. CAMPBELL
(Type Name)
JUNE 30, 1986
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa. Mailed to Secured Party

11
700.
50

RECEIVED FOR RECORD
CLERK COURT, BALTIMORE COUNTY
1986 JUL 17 PM 4:23
E. AUBREY COLLISON
CLERK



MARYLAND FINANCING STATEMENT

500 500 FILE 103 UCC-1

- Not Subject to Recordation Tax - Conditional Sales
 - Recordation Tax of \$_____ on Contract
- Principal Amount of \$_____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer

File No.: _____

Record Reference: _____

Date & Hour of Filing: _____

262770

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Gaug Excavating Enterprises, Inc.
(Name or Names)
1476 St. Stephens Church Road, Crownsville, Maryland 21032
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Baldwin Service Center, Inc.
(Name or Names)
Routes 450 & 178, Annapolis, Maryland 21401
(Address)

RECORDATION FEE 11.00
POSTAGE .50
TOTAL 11.50
JUL 17 86

3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 22497, Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:

One (1) New International Model TD7E Crawler Tractor, s/n 10340, equipped with ROPS Canopy, 6 way Blade, 17" Tracks, Reversible Fan, plus all attachments and accessories.

1150

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

1966 JUL 17 PM 4:23
E. AUGREY COLLISON
CLERK

OFFICE USE ONLY - RECORD
COUNTY CLERK

CR
CLERK

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Gaug Excavating Enterprises, Inc.
By: Robert J. King Treas.
Roberta Galt Treasurer
(Type or print name of person signing)

SECURED PARTY:
Baldwin Service Center, Inc.
By: Use H. Fink Corp Sec.
(Type or print name of person signing)

By: _____
(Type or print name of person signing)

Mailed to Secured Party

Return To: Union Trust Company of Maryland, P.O. Box 22497, Baltimore, MD 21203, Attn: #427

24.80

BOOK 500 PAGE 109

262771

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Garbco, Inc., T/A g. Briggs 611-A N. Hammonds Ferry Road Linthicum, Maryland 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Peggy Z. Tapp</i>
Return to Secured Party	

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:
- B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
- D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.
- E. Other.

RECORDS 12.00
 POSTAGE .50
 JUL 17 1986 11:29
 JUL 17 86

- 4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
- 5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)
 Principal amount of debt initially incurred is: \$ 575,000.00

DEBTOR:

 Garbco, Inc., T/A g. Briggs
(Type Name)
 By: *Harold A. [Signature]*
 By: _____

SECURED PARTY:
 UNION TRUST COMPANY OF MARYLAND
 By: *Deborah O. Kasper*
 Deborah O. Kasper, AVP
(Type Name)
 July 10, 19 86
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1986 JUL 17 PM 4:23
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party
 CR
 CLERK

MARYLAND FINANCING STATEMENT

BOOK 500 PAGE 110

(xx) Not Subject to Recordation Tax (C/S/C)

262772

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Hardin-Huber, Inc. (Name or Names) 1230 Cronson Blvd., Crofton, MD 21114 (Address)

LESSEE (Name or Names) (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. (Name or Names) 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234 (Address)

RECORD FEE 11.00
FILING FEE .50
118170 0345 201 115140
JUL 17 86

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A. (Name or Names) P.O. Box 116, Baltimore, MD 21203 (Address)

4. This financing Statement covers the following types (or items) of property:

- 1 - 8710 Johnson Control Station w/Power Supply & Desk Mike
- 1 - Control Antenna
- 1 - 50' Transmission Line
- 9 - 8710 Mobile Radios & Accessories
- 9 - Mobile Antennas

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Hardin-Huber, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Michael W. Huber President (Title) By: Brian G. Connolly Mgr. (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: (Title) Return to: Mailed to Secured Party

(Type or print name of person signing) Baltimore Federal Financial, F.S.A.

RECEIVED FOR RECORD
BALTIMORE COUNTY
1986 JUL 17 PM 4:23
E. AUBREY COLLISON
CLERK

P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

CLERK

MARYLAND FINANCING STATEMENT

BOOK 500 PAGE 111

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code: 262773

1. LESSEE C Z Enterprises, Inc. (Name or Names) 24 S. River Road, Edgewater, Maryland 21037 (Address)

LESSEE (Name or Names) (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. (Name or Names) 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234 (Address)

3. ASSIGNEE (if any) Of LESSOR Baltimore Federal Financial, F.S.A. (Name or Names) P.O. Box 116, Baltimore, MD 21203 (Address)

4. This financing Statement covers the following types (or items) of property: One - IBM XT 20 Mb Hard Disk Computer w/ 640K Ram; 1 - Parallel Port; 1 - Serial Port; 1 - Monochrome Monitor; 1 - Construction Data Control Software Package

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

LESSEE C Z Enterprises, Inc. By: Conrad J. Litzinger (Title) (Type or print name of person signing)

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. By: Brian G. Connelly (Title) (Type or print name of person signing)

Return to: Mailed to Secured Party

Baltimore Federal Financial, F.S.A. P. O. Box 116 Baltimore, MD 21203 Attn: Nancy Gayner

1966 JUL 17 PM 4:23

E. AUBREY COLLISON CLERK

CR CLERK

MARYLAND FINANCING STATEMENT

BOOK 500 PAGE 112

(xx) Not Subject to Recordation Tax
() Recordation Tax of \$_____ on
Principal Amount of \$_____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer 262774
File No.:
Record Reference:
Date & Hour of Filing

This financing statement is presented to a filing officer pursuant to the
Uniform Commercial Code:

1. LESSEE Severn Graphics, Inc.
(Name or Names)
7590 Hitchie Highway Glen Burnie, Maryland 21061
(Address)

LESSEE
(Name or Names)
(Address)
RECORDED 11.00
INDEXED .50
JUL 17 1986

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Federal Savings Bank of Maryland
of LESSOR
8200 Harford Rd., Baltimore, MD 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - E00205 Brooke BP-1200 Cutter w/ Punch Detector, 1 - I00017 Polie Punch
Marker, 1 - Constanat RX 55-36, 1 - Roll Feed & Take Up, 1 - Water Panel
w/Film & Flow Meters and Thermostat

CP
CLERK
Mailed to Secured Party

1986 JUL 17 PM 4:23
E. AUBREY COLLISON
CLERK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Severn Graphics, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] (Title) By: R. J. Brown V.P. (Title)
(Type or print name of person signing) (Type or print name of person signing)
By: (Title) Return to: Federal Savings Bank of MD
8200 Harford Rd.
Baltimore, MD 21234
(Type or print name of person signing)

11/50

262775

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 40,000.00

FINANCING STATEMENT

1. Debtor(s):

Spirits of Annapolis, Inc.
 Name or Names—Print or Type

1054 Carriage Hill Parkway, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

Terry L. Perkins and Lee Ann Perkins
 Name or Names—Print or Type

1054 Carriage Hill Parkway, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

2. Secured Party:

West Street Wine & Cheese, Inc.
 Name or Names—Print or Type

51 West Street, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, tradename and all other assets used in the business known as West Street Wine & Cheese located at 51 West Street, Annapolis, Maryland 21401. 13.00

4. If above described personal property is to be affixed to real property, describe real property. N/A

5. If collateral is crops, describe real estate. N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Spirits of Annapolis, Inc.

SECURED PARTY:

By: Terry L. Perkins
 (Signature of Debtor)

Terry L. Perkins
 Type or Print

Terry L. Perkins
 (Signature of Debtor)

Lee Ann Perkins
 Type or Print

West Street Wine & Cheese, Inc.
 (Company, if applicable)

Gay D. Carter
 (Signature of Secured Party)

Gay D. Carter, President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Esquire, Hartman and Crain,
2661 Riva Road, Suite 810, Annapolis, Maryland 21401

CR
 CLERK

1986 JUL 17 PM 4:22

E. AUDREY COLLISON
 CLERK



262776

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$9,000.00

FINANCING STATEMENT

1. Debtor(s):

Annapolis Foods International Ltd.
 Name or Names—Print or Type
498 Margaret Lane, Arnold, Anne Arundel County, MD 21012
 Address—Street No., City - County State Zip Code

F. Earl Eckhardt, Jr. and Margaret M. Eckhardt
 Name or Names—Print or Type
498 Margaret Lane, Arnold, Anne Arundel County, MD 21012
 Address—Street No., City - County State Zip Code

2. Secured Party:

Monar, Inc.
 Name or Names—Print or Type
1107 Lake Huron, Apt. TA, Annapolis, Anne Arundel County, MD 21403
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, tradename and all other assets used in the business known as The French Confection located at 116A Annapolis Street, Annapolis, Anne Arundel County, Maryland 21401.

4. If above described personal property is to be affixed to real property, describe real property.
 N/A

5. If collateral is crops, describe real estate.
 N/A

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

1350

DEBTOR(S): Annapolis Foods International, Ltd. SECURED PARTY: Mailed to Secured Party

By: Margaret M Eckhardt
 (Signature of Debtor)
Margaret M. Eckhardt, President
 Type or Print
Margaret M Eckhardt
 (Signature of Debtor)
Margaret M. Eckhardt
 Type or Print
F. Earl Eckhardt, Jr.
 Type or Print

Monar, Inc.
 (Company, if applicable)
 By: [Signature]
 (Signature of Secured Party)
Janus Zawadzki, President
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Esquire, Hartman and Crain,
2661 Riva Road, Suite 810, Annapolis, Maryland 21401

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 1986 JUL 17 PM 4:22
 AUBREY COLLISON
 CLERK



FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: CHARLES E. BLAKE CONTRACTORS, INC.
Address: 1589 Marco Drive
Pasadena, Maryland 21122

2. Name of Secured Party: CARTERET SAVINGS BANK, FA
Address: 1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093

3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated June 23, 1986 from Debtor to Carteret Savings Bank, FA, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot No. 10 as shown on the plat entitled "Maude V. Warrington Estate, Family Subdivision", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 95, folio 50.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor:

CHARLES E. BLAKE
CONTRACTORS, INC.

BY: Charles E. Blake
Charles E. Blake,
President

Secured Party:

CARTERET SAVINGS BANK, FA

BY: William M. Levy
William M. Levy

Mailed to Secured Party

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

WILLIAM M. LEVY
ATTORNEY
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

CR
CLERK
1986 JUL 18 AM 8:36
E. AUBREY COLLISON
CLERK

RECORDED FEE 11.00
POSTAGE .50
250-78 1237 102 100-34
78 10 86

1108

BOOK 500 PAGE 116

262778

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

 Anmarc, Inc.
 (Name)
 222 Severn Avenue
 (Address)
 Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Catherine T. Lewis
 (Name of Loan Officer)
 P.O. Box 1596
 (Address)
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 11.00
 POSTAGE .50
 1100 001 TOR 37

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

JUL 18 86

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.



1986 JUL 18 AM 9:45

E. AUBREY COLLISON CLERK

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)
 (Signature)
 Patrick R. Picard, Secretary/
 (Print or Type Name) Treasurer

DEBTOR (OR ASSIGNOR)

 Anmarc, Inc. (Seal)

 (Seal)
 (Signature)
 George S. Hazen, President
 (Print or Type Name)

Mailed to Secured Party

BOOK 500 PAGE 117

262779

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Robert Franklin	7060 Charleston Avenue North Beach, Maryland 20714

RECORD FEE 11.00
 POSTAGE .50
 #12214 007 RM 108339
 JUL 18 86

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address P.O. Box 1344, Baltimore, Md. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Guard AV & Electronic Cut Off Saw Model # TS 350 AVE 08 PH"
 Cement Mixer Model# 22712606 CM9 10 HP B & S Engine
 Water Attachment Model # 4201 007 1016

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Robert C Franklin
 Robert C Franklin

Secured Party (or Assignee)
 THE FIRST NATIONAL BANK OF MARYLAND
 BY *Nancy T Skillman*
 Nancy T. Skillman

CR CLERK

1986 JUL 18 AM 9:45
 E. AUBREY COLLISON
 CLERK

FNB 0860

Type or print names under signatures

Mailed to Secured Party

BOOK 500 PAGE 118

262780

Debtor or Assignor Form

Conditional Sales Contract
FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Michael B. Pyle

Address

8114 Spaulding Circle
Severn, Maryland 21144

RECORD FEE 11.00
POSTAGE .50
#16215 CITY R01 TOR:40

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street
Rt. 1, Marlboro, Maryland 20772

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1986 Case 1835 Unloader
Serial # 17168277

1986 Eager Beaver Trailer
Serial # 1120AP203GS040173

JUL 18 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Michael B. Pyle

Michael B. Pyle

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF
MARYLAND

BY *J. Wayne Welsh*

J. Wayne Welsh

FNB 0850

Type or print names under signatures

1986 JUL 16 (BERN) 9:46
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1180

262781

Debtor or Assignor Form

Contract Sales Agreement
FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ _____

To Be Recorded in Land Records (For
Fixtures only).

Name of Debtor

Address

Walter Homberg

1677 Forest Drive
Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292
Baltimore, Md. 21203

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of
property (the collateral):

(1) J.I. Case 1979 580C Tractor Loader Backhoe
Serial #8983051

RECORDED \$ 11.00
POSTAGE .50
116718 0771 001 108140
JUL 18 86

2. The collateral property is affixed or to be affixed to or is or is to be crops
on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee,
if any, at the address stated.

Debtor (or Assignor)
Walter S. Homberg
Elmer J. Homberg
Walter Homberg

Secured Party (or Assignee)
THE FIRST NATIONAL BANK OF
MARYLAND
BY J. Wayne Welsh
J. Wayne WELSH

FNB 0850

Type or print names under signatures

1150

Mailed to Secured Party
CR
CLERK

1986 JUL 18 AM 9:46
E. AUBREY COLLISON
CLERK

12.50

BOOK 500 PAGE 120

262782

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 5/16/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Metropolitan Surgical Instruments, Inc. T/A Biomedical Specialties
Address 2131 Espey Court, Ste. 7, Crofton, MD 21114

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Building, Ste. 200B
407 Crain Highway, Glen Burnie, MD 21061

RECORD FEE 12.00
POSTAGE .50
#16220 0777 R01 108:54
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

CLERK
1986 JUL 18 AM 9:46
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

METROPOLITAN SURGICAL INSTRUMENTS, INC.
T/A BIOMEDICAL SPECIALTIES
(Signature of Debtor)

Margaret T. Ahern, President
Type or Print Above Signature on Above Line

Margaret T. Ahern
(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Bruce J. Winter
(Signature of Secured Party)

Bruce J. Winter
Regional Manager

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

BOOK 500 PAGE 121

EQUIPMENT LIST

SCHEDULE 01

QUANTITY

DESCRIPTION

55

DOB. ENTERAL FEEDING PUMP
SERIAL #16155, 16163, 16159
16161, 16164, 16166, 16162
16154, 16158, 16165, 16157,
SERIAL #16156, 16168, 16167
16160, 16082, 16062, 16065,
16085, 16145, 16141, 16128,
SERIAL #16045, 16072, 16049
16057, 16140, 16136, 16077,
16033, 16051, 16052, 16076,
SERIAL #16083, 16146, 16081
16144, 16137, 16087, 16079,
16133, 16143, 16142, 16139,
SERIAL #16086, 16064, 16084
16068, 16063, 16066, 16073,
16069, 16047, 16089, 16042,

Mailed to Secured Party

METROPOLITAN SURGICAL INSTRUMENTS, INC.
T/A BIOMEDICAL SPECIALTIES

TRANS-AMERICAN LEASING CORPORATION

BY: Margaret T. Ahern
Margaret T. Ahern

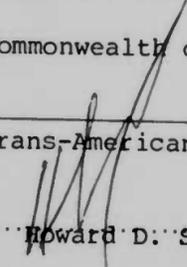
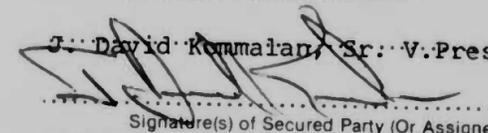
BY: Ben Turt

TITLE: President

TITLE: Regional Manager

262783

BOOK 500 PAGE 122

<input type="checkbox"/> Filed for record in the real estate records.		<input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented: 2141
1. Debtor(s) (Last Name First) and address(es) Trans-American Leasing Corporation 1071 Worcester Road Framingham, MA 01701		2. Secured Party(ies) and address(es) Baltimore Federal Savings & Loan Association Financial, F.S.A. 300 East Lombard Street Baltimore, MD 21202	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #16221 0777 RM 108:54 JUL 18 86
7. This financing statement covers the following types (or items) of property: LEASE #061085 Sch.11 To secure assignment to Baltimore Federal Savings & Loan Association of certain lease payments under a certain True Lease Assignment dated 4/25/86, schedule 11, dated 4/25/86, between Assignor as Lessor and Lease Account #061085 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated June 25, 1986 between Assignor and Assignee. (1) "Cindi" Voice Mail Box System by Genesis, 4 Port System for approximately 140 users with 10 hours of storage, Model 840-C Filing with the Commonwealth of MA.			
Whichever is Applicable (See Instruction Number 9)	Trans-American Leasing Corporation		<input type="checkbox"/> Products of Collateral are also covered.
	 Howard D. Siegel, President		Baltimore Federal Savings & Loan Association Financial, F.S.A.  J. David Kammalan, Sr., V. President
	Signature(s) of Debtor (Or Assignor)		Signature(s) of Secured Party (Or Assignee) PKG.

Filing Officer Copy - Alphabetical
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
 Rev. Jan. 1980
 Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

CR
CLERK

RECEIVED FOR RECORD
 GREAT BRIDGE & COMPANY
 1986 JUL 18 AM 9:46
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

262784

BOOK 500 PAGE 123

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street
Baltimore, Maryland 21202

RECORD FEE 11.00
POSTAGE .50
#16222 0777 #01 TOR:55
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 11, 1986, Schedule # 01, dated June 12, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681160 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 1, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan

Type or Print Above Name on Above Line

Filed with Anne Arundel Co.

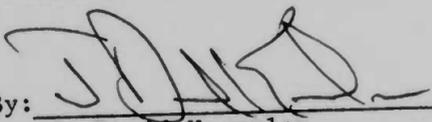
2151
GAB

RECORDED
1986 JUL 18 AM 9:46
E. AUBREY COLLISON
CLERK
CR
CLERK

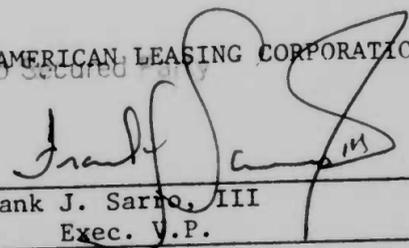
EQUIPMENT LIST

- 1 Gannomat DS-32 Standard Equipment S/N 173-644
- 1 Ruler for line boring complete
- 1 Hydraulic oil brake
- 1 Mitre frame device complete
- 1 Frame doweling device complete
- 23 5mm x 57mm "V" point bits
- 30 8mm x 77mm Brad point bits
- 1 Stopping System - right side
- 1 Gannomat Model 250 Dowel inserter for
8mm dowels S/N 121-644

BALTIMORE FEDERAL FINANCIAL, F.S.A.

By: 
J. David Kommalan
Title: Senior V.P.

TRANS-AMERICAN LEASING CORPORATION
Mailed to Secured Party

By: 
Frank J. Sarro, III
Title: Exec. V.P.

Mailed to Secured Party

262785

BOOK 500 PAGE 125

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

REGISTERED FEE 11.00
POSTAGE .50

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

ALBANY CITY #01 TOR #55
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 16, 1986, Schedule # 01, dated June 17, between Assignor as Lessor and LEASE ACCOUNT # 686160 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated between Assignor and Assignee:

- 2 621 Caterpillar Scrapers s/n 23H4720
s/n 23H4724

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan

Type or Print Above Name on Above Line

Filed with Anne Arundel County

VERIFIED
ALBANY CITY
CLERK
JUL 18 9:46 AM '86
KEY COLLISON
CLERK

2150
HASEQRNTL

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
#16224 0777 RM 108:56
JUL 18 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 8, 1986, Schedule # 02, dated April 28, 1986 between Assignor as Lessor and LEASE ACCOUNT #688040 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarfo, III
(Signature of Debtor)

Frank J. Sarfo, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan
Type or Print Above Name on Above Line

1986 JUL 18 AM 9:46
E. AUBREY COLLISON
CLERK

Filed with Anne Arundel Co.

2140
OAO

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	905502.4 Lex 90 Model 2.4 wich includes: Programmable resolution, True Color 640X512X24X2 @ 60 HZ, 8 bit lookup table per color, Psuedo-color 1280X1024X12, 4 bit lookup table, 1 Mb DLPM
1 (one)	FW-02 Solidview-M functionality (includes EGOS)
1 (one)	DMA-02 MVAXII interface for Lex 90
1 (one)	HS-02-EG-16 MVAXII Host Library/Driver 1600 bpi
1 (one)	3443-2 3D Joystick Returns x,y,z data values
1 (one)	EMON-92-1 640 X 512 SP, 60 Hz Ergonomic monitor 110 VAC
1 (one)	196007 Trilog Colorplot 11, TIP-302
1 (one)	195101, Enclosed pedestal
1 (one)	190162, Ribbon, Inked Tri-Color (6-pak)
1 (one)	195100, Open pedestal (TEE)
1 (one)	190140, Ribbon, inked block (6-pak)

Included, but not limited to all replacements, parts, repair, additions, and attachments incorporated therein or affixed thereto now owned or hereafter acquired.

BALTIMORE FEDERAL FINANCIAL, F.S.A.
 BY: [Signature]
 TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION
 BY: [Signature]
 TITLE: Bx VP

Mailed to Secured Party

262787

BOOK 500 PAGE 128

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORDED FEE 11.00
POSTAGE .50
#16225-0777 R01 108:58
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 15, 1986, Schedule #01, dated May 23, 1986 between Assignor as Lessor and LEASE ACCOUNT # 685140 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated between Assignor and Assignee:

6/26/86

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

J. David Kommalan, Sr.
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

CR CLERK

1986 JUL 18 AM 9:46
AUBREY COLLISON
CLERK

2142
MM/Per. Touch

LEASE ACCOUNT # 685140
MM/Per. Touch

BOOK 500 PAGE 129

SCH.01

EQUIPMENT LIST

QUANTITY

DESCRIPTION

8	Trianon Styling Chairs
8	Angle Styling Units
8	36" Round Mirror w/Bevel
8	48 X 60" Bronze Mirror
8	Clear Mirror Display
1	Shampoo Bulkheads
3	Ergowash Shampoo Units
3	Heat-Perm Dryers
3	3-Station Dryer Enclosure
1	Manicure Table
1	Operator Stool
1	Breuer Chair
1	Reception Lounges
4	3-Station Dryer Bank
1	Reception Desk
1	End Tables
2	Lighting
1	

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]

TITLE: Exec VP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

BOOK 500 PAGE 130

262788

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORDED 11.00
FEBRUARY 1986
JUL 18 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 3/7/86, Schedule # 01, dated March 7, 1986 between Assignor as Lessor and LEASE ACCOUNT # 680703 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 6/26/86 between Assignor and Assignee:

- 1 (One) 1972 Model Manitowac Crane Model 4100 S/N 41140 Vicon Control w/150ft. 22 Boom
- 1 (One) 1978 Galion Cherry Picker Model 15-F S/N 7862 w/60ft. Full Power Boom

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

J. David Kommalan, Sr.
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

2138
T/A/GULF

RECORDED
CLERK
CR
1986 JUL 18 AM 9:46
E. AUBREY COLLISON
CLERK

262789

BOOK 500 PAGE 131

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Sch 01

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street
Baltimore, Maryland 21202

RECORD FEE 11.00
POSTAGE .50
#16227 6777 R01 T08:58
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 8, 1986, Schedule # 01, dated April 28, 1986 between Assignor as Lessor and LEASE ACCOUNT # 688040 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan

Type or Print Above Name on Above Line

Filed with Anne Arundel Co.

2139
OA01

CLERK
1986 JUL 18 AM 9:46
AUBREY COLLISON
CLERK

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	DEC Microvax II consisting of the following:
1 (one)	Digital DH63003-EA, MVII CPU; 5mb total ram; DHVII-(8) Channel MUX; TK50; RX50; RD52; RQDX Controller.
1 (one)	Digital DHVII-M 8 Channel MUX
1 (one)	Digital CK-DHVII-AA DHVII Cabinet Kit
5 (five)	Digital VT220-A2 Video Terminal- Black/White
5 (five)	Digital VT22K-AA, VT220 Country kit
1 (one)	Digital VT241-AA, Color Graphics Video Terminal
1 (one)	Digital VT 24K-AA, VT241 Country Kit
1 (one)	U.S. Design, V43N-2R01, 760mb Subsystem w/ 512 kb Cache
1 (one)	Kennedy, 9400P w/T003 Controller; Diagnostics; Cable
1 (one)	Digital, QZ003-C5, Micro VMS 1-16 User License
1 (one)	Digital, QZ003-H5, Micro VMS Media & Doc; TK50
1 (one)	Digital, QZ015-UZ, VMS/C License
1 (one)	Digital, QZ015-HS, VMS/C Media & Doc; TK50
1 (one)	Digital, QZ100-UZ VMS/Fortran License
1 (one)	Digital, QZ100-HS, VMS/Fortran/Media & Doc; TK50
1 (one)	Model 3SD0002, Digitizer (stand alone) including
1 (one)	System Electronics Unit S/N 0098
1 (one)	Model Table with integral source S/N 67
1 (one)	Sensor in Stylus packaging S/N 74
1 (one)	Key Pad S/N 025407R
1 (one)	Foot Switch
1 (one)	Stool and manual
1 (one)	AP 508-512-14-12-01 Full Floating Point 32-Bit Array Processor for DEC's 16, 18 or 22-Bit Q-Bus Series of Micro Computers: APS 500-10-24, APD 500-10-1
1 (one)	WV-31 70/6X Panasonic 2/3" hiband neuricon table camera; 6:1, F1.4, 12.5-75mm power zoom lens
1 (one)	WV-3203 A/C Adapter, VO-5600 Sony 3/4" industrial recorder
1 (one)	AG-6300 Panasonic industrial VHS recorder
1 (one)	PVM-1380 Sony 13" monitor w/ audio
2 (two)	BNC to BNC video cable

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: _____

TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: _____

262790

BOOK 500 PAGE 133

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

RECORDED RE 11.00
POSTAGE .50
JUL 18 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Feb. 19, 1986, Schedule #03, dated Feb. 22, 1986 between Assignor as Lessor and LEASE ACCOUNT # 689120 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

- 1 (One) Mounting Table for the Graco/LTI Microprint Rotary Extrusion unit, unwind stand with Web Tension and side register controls to interface with a 16" 4120 Mark Andy Press.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan, Sr.
(Signature of Secured Party)

J. David Kommalan, Sr. Vice President
Type or Print Above Name on Above Line

CR CLERK

1986 JUL 18 AM 9:46
AUBREY COLLISON
CLERK

Filed with Anne Arundel County

Mailed to Secured Party

2137
T/A/DUL/VERN

BOOK 500 PAGE 134

262791

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 6/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, Maryland 21202

RECORD FEE 11.00
POSTAGE .50
#12279 DTI #01 T08:59
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated April 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT #689040 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

- 1 Caterpillar Model 955L S/N 85J8707, Complete with R.O.P.S. Canopy and new 2.25 Cu. yard general purpose bucket with teeth.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan

Type or Print Above Name on Above Line

Filed with Anne Arundel Co.

2136
ALA/COEX

1986 JUL 18 AM 9:46
E. ALPHEEY COLLISON
CLERK

500 135

262792

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
POSTAGE .50
JUL 18 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 12-2-85, Schedule # 02, dated May 15, 1986 between Assignor as Lessor and LEASE ACCOUNT # 486211 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 26, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III.
(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan, Sr.
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1986 JUL 18 AM 9:46
E. AUBREY COLLISON
CLERK

2/35
STAR/B.J.

B.J. ASSOCIATES, A PARTNERSHIP
SCH. 02

EQUIPMENT LIST

QUANTITY

DESCRIPTION

BOOK 500 PAGE 100

1	2700 Cabinet Assy.
1	CD CPU 26928
1	8 Port Systech 5749/232
1	88/25 CPU DP 26970
1	Meg Memory 610003
1	Disk Controller PCBA 13098
1	Hard Disk Drive 20 Meg 14300
1	Floppy Disk Drive 4093
2	LSI CRT 49498, 49489
1	1200 BAUD Autodial
1	TI Bulk Printer 5086050088
2	CRT Connector Kit
1	CRT Wire
1	Modem Cable
1	Printer Cable
1	Filler Panel
1	Installation Kit
1	Managers Kit
1	2700 System Software
1	Operator Console Shipping Assy., 545213
1	Operator Console Wire
3	Office Cubicles w/overhead bins
1	Executive Office
2	Computer Operator Stations
1	Secretarial Station
1	Computer Office
1	Conference Room
1	Desk w/15 panels to divide operator
1	Gas Lift Swivel Tilt Chairs

All of the above furniture includes all shelves, dividers, attachments., etc.

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: _____

TITLE: _____

Mailed to Secured Party

262733

BOOK 500 FILE 137

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

RECORD FEE 20.00
POSTAGE .50
016247 0345 ROL 108:35
JUL 18 88

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

1. Debtor: Address:
GEORGETOWN PLAZA ASSOCIATES c/o Mr. John W. Steffey
LIMITED PARTNERSHIP 540 Baltimore Annapolis
Boulevard
Severna Park, Maryland 21146

2. Secured Party: Address:
FIRST AMERICAN BANK OF 8401 Colesville Road
MARYLAND 8th Floor
Silver Spring, Maryland 20910
Attn: Real Estate Department

3. Trustees: Address:
WILLIAM E. THOMPSON 8401 Colesville Road
MARY C. MARTIN 8th Floor
Silver Spring, Maryland 20910

4. THIS FINANCING STATEMENT COVERS:
(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all renewals or replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto, including all equipment installed or to be installed or used or usable in connection with the operation of any

2050

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1986 JUL 18 AM 9:47

E. AUDREY COLLISON
CLERK

improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not;

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

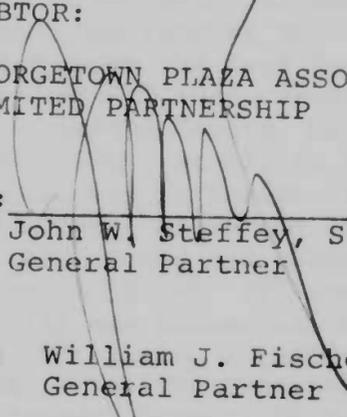
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or

will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

GEORGETOWN PLAZA ASSOCIATES
LIMITED PARTNERSHIP

By:  (SEAL)
John W. Steffey, Sr.,
General Partner

By: William J. Fischer & Associates,
General Partner

By:  (SEAL)
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

~~First American Bank of Maryland~~
8401 Colesville Road
8th Floor
Silver Spring, Maryland 20910
Attention: Mary C. Martin

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

BOOK 500 PAGE 140

"EXHIBIT A"

All that property located on Bay Ridge Road in Annapolis, Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe found at the northernmost corner of the Wa Wa site, said site on the northeast side of Bay Ridge Road; and running thence with and binding on the division line between the Wa Wa site, as recorded among the Land Records of Anne Arundel County Maryland, in Liber 3191, folio 707, and the remainder of that parcel of land now being describe which is recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2388, folio 510, conveyed by Harry C. Blumenthal to Oscar Brilliant, et al, on February 17, 1971, (1) South 33° 16' 47" West 228.44 feet to an iron pipe set on the northeast side of Bay Ridge Road, as now widened and shown on Anne Arundel County Plats Nos. 18126 and 18127; thence running with an binding on the northeast side of said road, as now widened and shown on said plats, the following three (3) courses and distances, viz: (2) North 56° 40' 32" West 177.85 feet to an iron pipe set, (3) North 56° 40' 20" West 52.48 feet (as now corrected) to an iron pipe set, and (4) 176.77 feet along the arc of a curve to the left having a radius of 4628.66 feet, and a chord bearing North 57° 45' 59" West 176.76 feet to an iron pipe set on the outline of Victor Haven, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 25, folio 42; thence leaving Bay Ridge Road and running with and binding on said Victor Haven, (5) North 40° 35' 45" East 310.72 feet to an iron pipe set; thence leaving Victor Haven and binding on the outline of Georgetown East, Section One, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 34, folio 23, the following three (3) courses and distances, viz: (6) South 49° 26' 15" East 297.57 feet to an iron pipe found, (7) South 40° 33' 45" West 39.32 feet to an iron pipe set, and (8) South 56° 43' 13" East 77.50 feet to the place of beginning.

CONTAINING 2.461 acres of land, more or less, as surveyed by McCrone, Inc. on November 15, 1985



Mailed to Secured Party

BOOK 500 PAGE 141

262794

BJ2501 BFF3

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)
BEASLEY ANN L.
4441 INDIGO LANE
HARWOOD A ACO. MD. 20776

2. Secured Party(ies) and Address(es)
Ford Motor Credit Co.
2401 Research Blvd.
Rockville, Md 20850

RECORD FEE 11.00
POSTAGE .50
JUL 18 1986

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
N-1210 FORD TRACTOR 4 WHEEL DRIVE SERIAL 4C06146
N-768B FORD QUICK TACH LOADER + BUCKET SERIAL #48566

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales contract Gateway Ford tractor, Inc.

JUL 18 1986

Filed with:
Clerk of the Court

* *Ann Lee Beasley 5-29-86*
(SIGNATURE OF DEBTOR)
Ann Lee Beasley

Ford motor Credit co.
(NAME OF SECURED PARTY)

BY: *W. R. Howsare*

W. R. Howsare
Asst. branch Manager

RECEIVED FOR RECORD
CLERK OF COURT, S. A. COUNTY

1986 JUL 18 PM 2:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
CLERK

BOOK 500 PAGE 142

262735

BJ 2501 BQM9

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <i>ZANG, LINDA L. P.O. Box 187, Davidsonville Rd. Davidsonville, Md. 21035</i>	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 REsearch blvd. Rockville, Maryland 20850
--	--

RECORD FE 11.00
FILING FEE .50
TOTAL FEE 11.50
JUL 18 1986

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
*FORD Tractor Model 3910 Serial # C 759565
FORD Loader Model 776F Serial # 52023*

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional sales from Gateway Ford Tractor

Filed with:

Clerk of the Court

[Signature]
(SIGNATURE OF DEBTOR)

Linda L. Zang

(SIGNATURE OF DEBTOR)

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY: *[Signature]*

W. royce Howsare, Assistant Branch Manager

11
RECEIVED FOR RECORD
DAVIDSONVILLE COUNTY
1986 JUL 18 PM 2:02

Mailed to Secured Party

AUDREY COLLISON



JUL 5 1986

262736

BJ 2501 BMO7

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First, address(es)) LAWRENCE SR ROBERT LT EVELINA A. 3679 FIRST AVE EDGEWATER, MD 21037 A.A.C.	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Bldg. Rockville, Maryland 20850 FILING FEE 12.00 PUBLIC 50 11-30 7/18/86
For Filing Officer (Date, Time, Number and Filing Office)	

3. This Financing Statement covers the following types (or items) of personal property:

N-FORD TRACTOR H WHEEL DRIVE SERIAL # U006155 MODEL 1210
 N-FORD FRONT END LOADER #768B SERIAL # W154651
 N-440C SUPER APACHE GRADER-850-100 N-16' PERONE TANDEM AXLE TRAILER
 86PL55FB

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
 Conditional Sales from Gateway Ford Tractor

Filed with:
 Clerk of the Court

Robert L. Lawrence Sr.
 (SIGNATURE OF DEBTOR)
 Robert L. Lawrence SR.

Evelina A. Lawrence
 (SIGNATURE OF DEBTOR)
 Evelina A. Lawrence

Ford Motor Credit Company
 (NAME OF SECURED PARTY)

W. Royce Howsare
 W. Royce Howsare, assistant Branch Manager

FMCC 1985-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

1986 JUL 18 PM 2:02
 E. ADRIAN COLLISON
 CLERK

Mailed to Secured Party

12

BOOK 500 PAGE 144

262737

BJ 2501 ~~BNB5~~ BNB5

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) KWIATKOWSKI, ANN W. KWIATKOWSKI, STANLEY S. 3465 BIRDSVILLE RD. DAVIDSONVILLE, MD. 21035	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
---	--

For Filing Officer (Date, Time, Number and Filing Office)

SEARCH FEE 12.00
POSTAGE .50
TOTAL DUTY \$12.50
JUL 18 86

3. This Financing Statement covers the following types (or items) of personal property:
NEW FORD 555B TRACTOR - LOADER - BACKHOE
SER. # C760234

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional SALES from Gateway Ford Tractor

Filed with:

Clerk of the Court

Ann W. Kwiatkowski
Ann W. Kwiatkowski
(SIGNATURE OF DEBTOR)
Stanley S. Kwiatkowski
Stanley S. Kwiatkowski
(SIGNATURE OF DEBTOR)

Ford Motor Credit Company
(NAME OF SECURED PARTY)
BY: *W. Royce Howsare*
W. Royce Howsare, Assistant Branch Manager

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

RECEIVED FOR RECORD
CIRCUIT COURT, BAL. COUNTY



Mailed to Secured Party

12 ✓
1986 JUL 18 PH 2:02

E. AUBREY COLLISON
CLERK

BOOK 500 PAGE 145

262738

B 2501 MC87

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Sturgell, William D. JR. Sturgell, Susan 6893 Old Solomons Rd Friendship, Md 20758	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT COMPANY 2401 Research Boulevard Rockville, Maryland 20850
---	--

12.00
.50
111.37
JUL 18 86

3. This Financing Statement covers the following types (or items) of personal property:

New Ford Tractor model # 1210 SERIAL # UC03196
New Ford Rotary cutter model # 916A1 SERIAL # YF1089

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional Sales Contract from Caterpillar Ford Tractor

Filed with:
Clerk of the Circuit Court Annie Arundel County Annapolis Maryland

x <i>William D. Sturgell, Jr.</i> William D. Sturgell, Jr. (SIGNATURE OF DEBTOR)	FORD MOTOR CREDIT COMPANY 2401 Research Boulevard Rockville, Maryland 20850 (NAME OF SECURED PARTY)
x <i>Susan Sturgell</i> Susan Sturgell (SIGNATURE OF DEBTOR)	BY <i>R. M. Schmeick</i> R. M. Schmeick

F M C C JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

1200

RECEIVED FOR RECORD
CIRCUIT COURT ANN ARUNDEL COUNTY
1986 JUL 18 PM 2:02
E. AUBREY COLLISON
CLERK

CP
CLERK
Mailed to Secured Party

BOOK 500 PAGE 146
262739

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lambert Trucking, Inc.
Address 87 Gambrills Road Severn, Maryland 21144

RECORDED REC
FEE
\$16.00
0777 R01 111:36
JUL 19 86

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road Baltimore, Maryland 21227
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
Glen Burnie, Maryland 21061

1750

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lambert Trucking, Inc.
Keith D. Lambert Sr.
(Signature of Debtor)

Keith D. Lambert Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Murray
(Signature of Secured Party)

John J. Murray President
Type or Print Above Signature on Above Line

RECORDED IN RECORD
OFFICE OF CLERK
ANNE ARUNDEL COUNTY
1986 JUL 18 PH 2:02
E. AUBREY COLLISON
CLERK

CR
CLERK

BOOK 500 PAGE 147

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 30, 1966,

between Beltway International Trucks, Inc., as Seller/Lessor/Mortgagee and Lambert Trucking, Inc. 87 Gambrills Road Seven, Maryland 21144 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 82,734.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of June, 19 66

Beltway International Trucks, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By John J. Murray, Pres

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Lambert Trucking, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 87 Gambrills Road Severn, MD 21144

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1986 International Harvester Model F9370 Tractor W/Formula 300 Cummins engine, 9 speed transmission, 12,000 lb. front axle, 44,000 lb. rear, S/N 2HSFBJXR6GCA16411

(1) TIME SALES PRICE \$ 92,236.22
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 9,502.22
(4) CONTRACT PRICE (Time Balance) \$ 82,734.00
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 87 Gambrills Road Severn, Maryland 21144
Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty two thousand seven hundred thirty four and 00/100***** Dollars (\$ 82,734.00) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,378.90 and the final installment being in the amount of \$ 1,378.90

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter; belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 30, 19 86
Accepted Beltway International Trucks, Inc. (SEAL) Lambert Trucking, Inc. (SEAL)
By: [Signature] Inc. By: Keith D. Lambert Sr. (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
By:
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

1

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses, incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller

Mailed to Secured Party

STATE OF MARYLAND

262800

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. in the amount of \$70.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name G & K Landscaping, Inc.
Address 135 Bayard Road Lothian, Maryland 20711

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Boulevard Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORDATION FEE 17.00
RECORDING FEE 70.00
POSTAGE .50
#15286 CTT R01 T11:38
JUL 18 86

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

G & K Landscaping, Inc.

Philip Garofolo - Pres.
(Signature of Debtor)

Credit Alliance Corporation

Philip Garofolo
President Philip Garofolo Pres.
Type or Print Above Name on Above Line

Dennis Kates
(Signature of Debtor)

(Signature of Secured Party)

Dennis Kates
V.P. Dennis Kates V.P.
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1986 JUL 18 PM 2:02

E. AUBREY COLLISON
CLERK



CREDIT ALLIANCE CORPORATION770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021**—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS**

BOOK 500 PAGE 151

THIS MORTGAGE made the 27th day of May, 1984 by and between**G & K Landscaping, Inc., having its principal place of business at
135 Bayard Road Lothian, Maryland 20711**"Mortgagor" and **Credit Alliance Corporation** "Mortgagee".**WITNESSETH**

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagee for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written

ATTEST: *[Signature]* Secretary
C & K Landscaping, Inc. (Seal)
Mortgagor
By *[Signature]* (Title)

STATE OF _____ }
COUNTY OF _____ } SS

Phillip Carofolo being duly sworn, deposes and says
of C & K Landscaping, Inc.

- 1. He is the President (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to herein) and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____
NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual) and known as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the C & K Landscaping, Inc. of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written
(Notarial Seal) _____ NOTARY PUBLIC

SCHEDULE "A"

BOOK 500 PAGE 153

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 27 19 84 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Kenworth Tractor	1978	K100	265686K

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

G & K Landscaping, Inc.

By: [Signature]

Mailed to Secured Party

BOOK 500 PAGE 154
262801

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.
Address 8350 Capel Drive, Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Hwy., Baltimore, MD 21237

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Gunther Pres.
(Signature of Debtor)

Mark Gunther President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales

H.C. Weidner
(Signature of Secured Party)

H.C. Weidner V.P.

Type or Print Above Signature on Above Line

1986 JUL 18 PM 2:02

E. AUBREY COLLISON
CLERK

RECORD FEE
POSTAGE

17.00
50
R01 111:39
JUL 18 86

ASSIGNMENT

BOOK 500 PAGE 155

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 11, 1986,
 between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee
 and Gunther's Leasing Transport, Inc., 8350 Capel Drive, Pasadena, MD 21122
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the pro-
 perty therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining
 thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the
 same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of
 business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no
 representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a
 first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and
 counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true
 and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all par-
 ties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations
 having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been pro-
 perly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with
 respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We
 further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subor-
 dinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT
 may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express
 permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of
 time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without af-
 fecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and
 CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce
 CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor,
 notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in
 connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is
 \$ 163,612.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 11th day of July, 1986
Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)

By H. C. Meadows V P

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and
 attach corporate seal. If partnership, print or type exact firm name and have one or more partners
 sign.)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

BOOK 500 PAGE 156

TO: Inc. T/A Chesapeake Truck Sales **FROM:** Gunther's Leasing Transport, Inc.
(Seller) (Buyer)
 8540 Pulaski Hwy., Baltimore, MD 21237 8350 Capel Drive, Pasadena, MD 21122
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

 Two (2) 1986 Ford Model LTL9000 Tandem Axle Tractors S/N's 1FDYA92X3GVA46798 and 1FDYA92X5GVA46799

(1) TIME SALES PRICE	\$ 180,612.80
(2) Less DOWN PAYMENT IN CASH	\$ 17,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance)	\$ 163,612.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive, Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred sixty three thousand six hundred twelve and 80/100 ***** Dollars (\$ 163,612.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 11th day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,408.60 and the final installment being in the amount of \$ 3,408.60

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: July 11, 19 86
 Chesapeake Ford Truck Sales, Inc.
 Accepted T/A Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

Gunther's Leasing Transport, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: H. C. Weidner V.P.
(Witness as to Buyer's and Co-Maker's Signature)

By: Mark [Signature] Pres.
 Co-Buyer-Maker: _____ (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

BOOK 500 PAGE 157

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ Mailed to Secured Party (SEAL)
_____(Witness) _____(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
By: _____(Signature, Title of Officer, "Partner" or "Proprietor")

50-50-2 21 JUL 1981

262802

BOOK 500 PAGE 158

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Maryland Beverage Company, Inc.

Address 8005 Rappahannock Ave., Jessup, MD 20794

2. SECURED PARTY

Name Alban Lift Truck, Inc.

Address 2945 Whittington Avenue, Baltimore, MD 21230

Leasing Service Corporation, P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00
POSTAGE .50
JUL 18 1986 11:40
JUL 18 86

3. Maturity date of obligation (If any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

Leasing Service Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

Applicable to Forklift on IX
S.P.W. W.A.A.T.
7/8/86

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Maryland Beverage Company, Inc.

William A. Albright Jr. Pres.

(Signature of Debtor)

William A. Albright Jr. Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Lift Truck, Inc.

Mark M. Welsh

(Signature of Secured Party)

Mark M. Welsh Manager, Financial Sales

Type or Print Above Signature on Above Line

1986 JUL 18 PH 2:03



E. AUBREY COLLISON
CLERK

EQUIPMENT LEASE AGREEMENT

LESSOR: Alban Lift Truck, Inc. "LESSEE": Maryland Beverage Company, Inc.
2945 Whittington Avenue 8005 Rappahannock Ave.
Baltimore, MD 21230 Jessup, MD 20794
(Address of Lessor) (Address of Lessee)

On the 8th day of July, 1986, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):	TOTAL RENT	\$ 8,604.00
	ADVANCE RENT Paid Herewith	\$ 717.00
	BALANCE OF RENT	\$ 7,887.00
	No Purchase Option available hereunder	\$ -0-
	No Renewal Option available hereunder	\$ -0-

Equipment to be located at: 8005 Rappahannock Ave., Jessup, MD 20794

One (1) Used Caterpillar Lift Truck Model TC30 S/N 22Y00850
\$1.00 purchase option at end of lease
WAAJ
S.P.W.
7/8/86

INITIALS
 WAAJ
 S.P.W.
 7/8/86
 HERE

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 10th day of August, 1986, and continuing on the same date of each month thereafter until paid;

the first 32 installments shall each be in the amount of \$ 239.00, plus any applicable sales tax, and the final installment shall be in the amount of \$ 239.00, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings, stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located, now or hereafter belonging to Lessee in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Alban Lift Truck, Inc. (SEAL)
(Print Name of LESSOR Here)
 By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)
 Attest: _____ Secretary
 Witness: _____

Maryland Beverage Company, Inc. (SEAL)
(Print Name of LESSEE Here)
 By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)
 Attest: _____ Secretary
 Witness: _____

This instrument was prepared by _____

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law: (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York. Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

_____(L.S.) _____ (Guarantor) *Mailed to Secured Party* (L.S.)
 _____ (Guarantor) _____ (Guarantor) (L.S.)
 _____ (L.S.) _____ (Guarantor) _____ (L.S.)

ASSIGNMENT TO BE EXECUTED BY LESSOR

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof of which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19 _____ (SEAL) } Signature of Lessor
 _____ (Print Corporate, Partnership or Trade Name or Individual Signature)
 _____ (Signature; Title of Office, "Partner" or "Proprietor")

(Witness)

STATE OF MARYLAND

BOOK 500 PAGE 161

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262803

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name MDB Trucking, Inc.
Address 1733 Friar Court Crofton, Maryland 21114

RECORD FEE 17.00
FILING 50
016289 0777 JUL 18 83

2. SECURED PARTY

Name Washington Freightliner, Inc.
Address 4100 41st Street Brentwood, Maryland 20722

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MDB Trucking, Inc.
Melody D. Boarman President
(Signature of Debtor)

Melody D. Boarman President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick
(Signature of Secured Party)

Bill Fenwick President
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
FORM MAY BE PURCHASED FROM HOBBS & WADSWORTH, INC., BOSTON, MASS. 02101

1986 JUL 18 PM 2:03

E. AUBREY COLLISON
CLERK



ASSIGNMENT

BOOK 500 PAGE 102

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 2, 1986, between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee, and MDB Trucking, Inc., 1733 Friar Court Crofton, Maryland 21114 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmaturing instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 107,720.40 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of July, 19 86

Washington Freightliner, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: _____

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CONDITIONAL SALE CONTRACT NOTE

BOOK 500 PAGE 163

TO: Washington Freightliner, Inc. FROM: MDB Trucking, Inc.
4100 41st Street Brentwood, MD 20722 1733 Friar Court Crofton, MD 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like 'One (1) New 1986 Freightliner Dump Truck' and 'TIME SALES PRICE \$117,720.40'.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seven thousand seven hundred twenty and 40/100***** Dollars (\$ 107,720.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 22nd day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,795.34 and the final installment being in the amount of \$ 1,795.34

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 2, 19 86 BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc. (SEAL) MDB Trucking, Inc. (SEAL)

By: [Signature] By: Melody D. Baerman President

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here) (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____ (L.S.) _____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller

Mailed to Secured Party

BOOK 500 PAGE 104

262804

BOOK 500 PAGE 165

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#16298 CTR R01 711-523
JUL 18 86

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated 5/22/86 between Assignor as Lessor and LEASE ACCOUNT # 682250 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 6/27/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150



1986 JUL 18 PM 2:04
E. AUBREY COLLISON
CLERK

1152 SAI

EQUIPMENT LIST

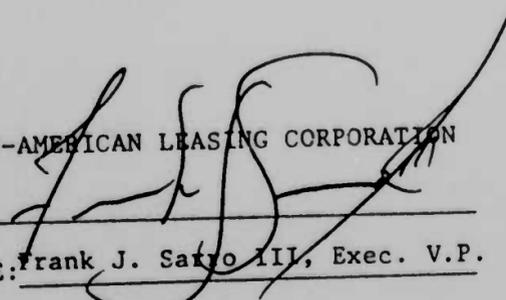
BOOK 500 PAGE 100

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	JVC CR-85QU 3/4" Editing Recorder/Player
1	Paltex Excel Edit Controller
1	Paltex Gemini Digital Effects Box
1	Panasonic BTS-1300N 13" Color Monitor w/Pulse Cross & Underscan
4	Audiotronics 9VM967 9" B & W Monitor
2	Audiotronics 9-967 Dual Rack Mounts
3	FEC RKH-850 Rackmount for JVC-850U
1	Chyron VP-2 Video Character Generator
2	Electrovoice Sentry 100EL Powered Monitor System
1	JVC SS-M208U Portable Audio Mixer
1	Leader LBO 5860A Waveform Monitor
1	Leader LVS 5850B Vectorscope
1	Midwest Audio Patch Panels with RCA Plug
1	Midwest Video Patch Panels with BNC Plug
1	Ampex VTR 80 with TB-6
1	100' Coax Cable & Connectors
1	Panasonic CT-1330M 13" Color Monitor

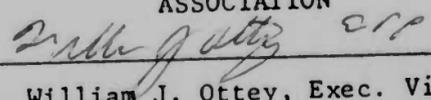
Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sato III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: 

William J. Ottey, Exec. Vice-Pres.
TITLE: _____

262805

BOOK 500 PAGE 167

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE 50
JUL 18 1986 11:54

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

Address 7711 Quarterfield Road
Glen Burnie, MD 21061

JUL 18 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated May 16, 1986 between Assignor as Lessor and LEASE ACCOUNT # 686150 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 27, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
[Signature]
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
[Signature]

(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

ADNLYLPGS

1191

1986 JUL 18 PM 2:04
E. J. COLLISON
CLERK



EQUIPMENT LIST

AD NATIONAL YELLOW PLACEMENT SERVICES

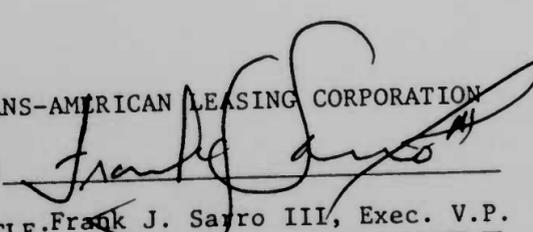
5004 500 PAGE 188

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1	Modem SmarTeam 300/1200
1	Fortune Systems 32:16 SX 45 T s/n 20868 w/ 45Mb Hard Disk w/ 800 Kb Flex. Disk Drive w/ 2Mb Main Memory w/ 5 Expansion Slots w/ 2-COMM/A-4 Controller Boards w/ 9-RS-232 Serial ASYNC Comm Ports w/ 60Mb Streaming Tape Drive w/ P I/O Interface for Tape
1	Multi-user For:PRO (Unix) Op.Sys.
4	Fortune Satellite Workstation s/n FA20604-51360 s/n 22050-51258
1	Query Run-Time Progress
1	ASR Management System software
1	UPS (Uninterruptable Power Supply)

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: _____

William J. Ottey, Exec. Vice-Pres.
TITLE: _____

BOOK 500 PAGE 170

\$ 11.50

262807

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$.....

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Antietam Tile Company

500 Diguilian Boulevard
Glen Burnie, Maryland
21061

RECORDED \$ 11.00
POSTAGE .50
MAY 18 1986
JUL 18 86

SECURED PARTY (OR ASSIGNEE)

Charles Towson Associates Limited Partnership —Address: 1147 Donnington Circle Baltimore, Maryland 21204

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Pre-cast concrete panels, with columns and sills, specially fabricated for Charles Towson Office Building, 1104 Kenilworth Drive, Towson, Maryland 21204

THIS FINANCING STATEMENT DISCLOSES PASSAGE OF TITLE TO THE ABOVE FROM DEBTOR TO SECURED PARTY UPON COMPLETION OF FABRICATION OF EACH ITEM.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee if any, at the address stated.

Mailed to Secured Party

~~Debtor~~ (or Assignor)

Secured Party (or Assignee)

ANTIETAM TILE COMPANY

CHARLES TOWSON ASSOCIATES LIMITED PARTNERSHIP

By:

John Diguilian

BY:

Leonard Stulman, General Partner

FNB 0860-A

Type or print names under signatures

11/50

1986 JUL 18 PM 2:05
E. AUBREY COLLISON
CLERK

BOOK 500 PAGE 171

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 258536 Dated September 17, 1985
Record Reference Liber: 489; Page: 470

2. DEBTOR is:

Name: Ampat/Southern Corp. (Last Name First)

RECORD FEE 10.00

REGISTRATION FEE .50

Address: 6740 Baymeadow Drive, Glen Burnie, MD 21061

#15338 0777 001 713#46
JUL 18 86

3. SECURED PARTY is:

Name: Credit Alliance Corporation

Address: P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Weinberg and Green (SVK)
100 South Charles Street
Baltimore, MD 21201

SECURED PARTY:

CREDIT ALLIANCE CORPORATION

Date: July 2, 19 86 By: [Signature] (Title)

UCC-7

1050

Mailed to Secured Party

RECEIVED FOR RECORD
ANN ARUNDEL COUNTY

1986 JUL 18 PM 2:06

E. AUBREY COLLISON
CLERK

262809

BOOK 500 PAGE 173

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PLEASANT PLAINS TURFF FARMS, INC.
MILLARD B. HORTON, JR. - PRESIDENT
Address BOX 1839 PLEASANT PLAINS ROAD
ANNAPOLIS, MD. 21401

2. SECURED PARTY

Name JOHN DEERE COMPANY
POB 4949
Address SYRACUSE, NY 13221

RECORD FEE 12.00
POSTAGE .50
M18348 0777 R01 713457
JUL 18 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW JOHN DEERE MODEL 260 LOADER
S.#. W 00 260 X 0 11249

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PLEASANT PLAINS TURFF FARMS, INC.
MILLRAD B. HORTON, JR.

(Signature of Debtor)

Millard B. Horton, Jr. PRES.

Type or Print Above Name on Above Line

Millard B. Horton, Jr. IND.

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

ROBERT P MURPHY, ADMINISTRATOR

Type or Print Above Signature on Above Line

CR CLERK

1986 JUL 18 PM 2:09
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Clerk

FINANCING STATEMENT

262810

(XX) Not Subject to Recordation Tax
() Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is
enclosed/has been paid (strike
inapplicable phrase).

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hours of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Ashley Restaurant + Lounge
(Name or Names)
7215 Park Road - P.O. Box 21895
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR Telecom Specialists, Inc.
8970 - B Route 108, Columbia, MD 21045

RECORD FEE 11.00
JUL 18 1986 11:51 AM
RE 18 86

3. ASSIGNEE (if any) _____
(Name or Names)

4. This financing Statement covers the following types (or items) of property:

1 KSV 4x4
1 DAB phone
3 3 phones

Equipment Value \$ 23,750.00
(Part A of lease dated ___/___/___)

5. Proceeds of Collateral are covered hereunder: Yes (XX) No ()
Products of Collateral are also covered: Yes () No (XX)

Mailed to Secured Party

LESSEE

LESSOR

Dennis M. Rogers

Telecom Specialists, Inc.

By: President
(Title)

By: Charles R. Eazar
(Title)

Dennis M. Rogers
(Type or print name of person signing)

Charles R. Eazar
(Type or print name of person signing)

By: _____

Return to:

(Type or print name of person signing)

Southern Phone Rental inc
10200 C Old Columbia Rd
Columbia MO 21046

1986 JUL 18 PM 2:08
RECEIVED COLLISION
E. AMBERT COLLISON
CLERK

EXHIBIT A TO FINANCING STATEMENT BETWEEN
LAKE SHORE ASSOCIATES AND MOUNTAIN ROAD ASSOCIATES, DEBTORS
AND THE PENN MUTUAL LIFE INSURANCE COMPANY, SECURED PARTY

All presently owned or hereafter acquired carpets, drapes, gas, oil, steam, electric, water and other air-conditioning, heating, refrigerating, lighting, plumbing and ventilating machines, appliances, other essential operating machinery and equipment, fixtures, and appurtenances of any description, which now are, or may hereafter pertain to or be used with, in or on the premises described in Exhibits B-1 and B-2, attached hereto, and any replacements of the same and the proceeds therefrom.

T63:EXAFINC
61786

EXHIBIT B-1

PARCEL ONE:

BEING known and designated as Lots Nos. 1, 2 and 3, as shown on the Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 23.

SAVING AND EXCEPTING so much of said property as conveyed to Anne Arundel County, Maryland by Deed dated August 4, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3512, folio 544.

PARCEL TWO:

BEGINNING FOR THE SAME at an iron pipe here set on the South side of Mountain Road, as now laid out 60 feet wide, at the intersection formed by the said side of said Mountain Road with the easterly side of Magothy Beach Road; said pipe being located South 10 degrees 02 minutes 20 seconds West 61.03 feet from a concrete monument at the intersection formed by the northerly side of said Mountain Road with the easterly side of Park Avenue, as shown on a plat of Blossom Hills and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, page 37. Thence from the point of beginning so fixed leaving said Magothy Beach Road and binding on the southerly side of Mountain Road South 70 degrees 43 minutes 10 seconds East 175.00 feet to an iron pipe here set; thence leaving said Mountain Road and binding on lines of division, as now established, across part of the whole tract, hereinafter mentioned, South 7 degrees 21 minutes 50 seconds West 150.00 feet to an iron pipe here set; thence North 70 degrees 43 minutes 10 seconds West 175.00 feet to an iron pipe here set, on the easterly side of the Magothy Beach Road, aforesaid; thence binding on the easterly side of said Road North 7 degrees 21 minutes 50 seconds East 150.00 feet to the point of beginning. Containing 0.60 of an acre of land, more or less.

TOGETHER with the benefit of and the right to use in common, with others, the sewerage disposal system constructed on a portion of Lot 4 as shown on the Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 23 all as more particularly set forth in Declaration of Easement dated May 24, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3736, folio 488 as amended by Declaration of Easement and Agreement dated September 11, 1984 and recorded among the Land Records aforesaid in Liber 3798, folio 426, and as more particularly described as follows:

BEGINNING for the same at a point on the North side of Maryland Route 100 at the Southeast corner of Lot 4, as shown on the plat entitled "Resubdivision of Lots 1, 2 and 3 LAKE SHORE PLAZA (Revised)", recorded among the Land Records of Anne Arundel County in Plat Book 86, Page 14, running thence with and binding on the North side of said road and the South side of the aforementioned Lot 4, (1) South 86 degrees 06 minutes 05 seconds West 300.41 feet thence leaving the North side of said road and running across the aforementioned Lot 4 (2) North 00 degrees 54 minutes 02 seconds West 394.65 feet to a point on the division line between Lots 1 and 4 thence running with and binding on said division line, (3) North 89 degrees 05 minutes 58 seconds East 300.00 feet to a point where the division line between Lots 1 and 4 intersects the East side of Lot 5, thence running with and binding on the division line between Lots 4 and 5, (4) South 00 degrees 54 minutes 02 seconds East 378.94 feet to the place of beginning. Containing 2.664 acres of land, more or less.

TOGETHER ALSO with the use in common, with others, of any and all of the utility easements as set forth on the aforesaid Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 23.

EXHIBIT B-2

BOOK 500 PAGE 177A

BEING known and designated as Lots Nos. 5A, 5B and 5C, as shown on the Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book, 93, folio 23.

TOGETHER with the benefit of and the right to use in common, with others, the sewerage disposal system constructed on a portion of Lot 4 as shown on the Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 23 all as more particularly set forth in Declaration of Easement dated May 24, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3736, folio 488 as amended by Declaration of Easement and Agreement dated September 11, 1984 and recorded among the Land Records aforesaid in Liber 3798, folio 426, and as more particularly described as follows:

BEGINNING for the same at a point on the North side of Maryland Route 100 at the Southeast corner of Lot 4, as shown on the plat entitled "Resubdivision of Lots 1, 2 and 3 LAKE SHORE PLAZA (Revised)", recorded among the Land Records of Anne Arundel County in Plat Book 86, Page 14, running thence with and binding on the North side of said road and the South side of the aforementioned Lot 4, (1) South 86 degrees 06 minutes 05 seconds West 300.41 feet thence leaving the North side of said road and running across the aforementioned Lot 4 (2) North 00 degrees 54 minutes 02 seconds West 394.65 feet to a point on the division line between Lots 1 and 4 thence running with and binding on said division line, (3) North 89 degrees 05 minutes 58 seconds East 300.00 feet to a point where the division line between Lots 1 and 4 intersects the East side of Lot 5, thence running with and binding on the division line between Lots 4 and 5, (4) South 00 degrees 54 minutes 02 seconds East 378.94 feet to the place of beginning. Containing 2.664 acres of land, more or less.

TOGETHER ALSO with the use in common, with others, of any and all of the utility easements as set forth on the aforesaid Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 23.

Mailed to Secretary

BOOK 500 PAGE 178

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 247173

RECORDED IN LIBER 461 FOLIO 352 ON MAY 3, 83 (DATE)

1. DEBTOR: Name Earl F. & Doris E. Michael

Address 625 Herberts Ct. Annapolis MD 21401

2. SECURED PARTY: Name Commercial Credit Saving & Loan

Address 576 Ritchie Highway Severna Park MD 21146

Person and Address To Whom Statement Is To Be Returned If Different From Above.

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below), indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
--	---	---

<p>D. ASSIGNMENT.....<input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER.....<input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>
--	--

RECORDED 10:00
 POSTAGE .50
 816.170 0345 R01 T14:55
 JUL 18 86

3. Assignee of Secured Party(ies) from which security information obtainable:

Name Commercial Credit Saving & Loan

Address 576 Ritchie Highway Severna Park MD 21146

Dated 2/24/86

L.A. Whitesell
 (Signature of Secured Party)
L.A. WHITESSELL
 Type or Print Above Name on Above Line

FILED 7-9

1986 JUL 18 PM 4:17
E. AUBREY COLLISON
CLERK

PLEASE CHECK IF FORM OF STATEMENT



FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: CHARLES E. BLAKE CONTRACTORS, INC.
Address: 1589 Marco Drive
Pasadena, Maryland 21122

2. Name of Secured Party: CARTERET SAVINGS BANK, FA
Address: 1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093

3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated July 9, 1986 from Debtor to Carteret Savings Bank, FA, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot No. 11 Block D Section 1 as shown on Plat No. 1 Stone Haven, Plat No. 980, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 50.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(x) (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

Debtor: CHARLES E. BLAKE CONTRACTORS, INC.
Secured Party: CARTERET SAVINGS BANK, FA

BY: Charles E. Blake
Charles E. Blake
President

BY: William M. Levy
William M. Levy

E. AUBREY COLLISON
CLERK

1986 JUL 18 PM 4:18

CR
CLERK

WILLIAM M. LEVY
ATTORNEY
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

1150

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 209914

RECORDED IN LIBER 371 FOLIO 311 ON 6-6-77 (DATE)

1. DEBTOR

Name Marley Television Co. Inc. t/a Bay Television
Address 7400 C Ritchie Highway Glen Burnie, Md 21061
798 Ritchie Highway Severna Park, Md 21146

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>AMENDMENT XXXXXX</u> (Indicate whether amendment, termination, etc.)</p>

CHECK FORM OF STATEMENT

PLEASE AMEND DEBTOR'S NAME TO:

Marley Television Company, Inc.
t/a Bay Television

RECEIVED 10:00
JUL 18 1986

Dated July 7, 1986

Cindy R. Davis
Cindy R. Davis, Secretary

[Signature]
(Signature of Secured Party)
D.R. Williams, Credit & Collections Mgr
Type or Print Above Name in Same Line

1986 JUL 18 PM 4:18
E. AUGREY COLLISON
CLERK
CR
CLERK

A14476

aa

262836

BOOK 500 PAGE 181

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 6/24/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Hans Christian Yachts, Inc.
Name Hans Christian Yachts
Address Port Annapolis Marina Suite 204
Port Annapolis Marina, 7074 Bembe Beach Rd., Suite 204, Annapolis, Md. 21403

2. SECURED PARTY American Equipment Leasing Co., Inc.,
Name A.E.L.
Address P.O. Box 1258, Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

RECORDED 11.00
INDEXED 0345 PAID 115.18
JUL 18 1986

1 Rapicom Facsimile

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Megan Montefusco
(Signature of Debtor)

MEGAN MONTEFUSCO VP.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy
(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.
Type or Print Above Signature on Above Line



RECORDED
INDEXED
1986 JUL 18 PM 4:18
E. AUBREY COLLISON
CLERK

A14477

262897

99.

BOOK 500 PAGE 182

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated 7/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Tri-Mark, Inc.
Name TRI-MARK Inc.
Address 1410 Crain Highway, Suite 4B, N.W. Glen Burnie, Md. 21061

2. SECURED PARTY American Equipment Leasing Co., Inc.
Name A.E.L.
Address P.O. Box 1258, Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

RECORDED RE 11.00
INDEXED R01 T15:19
JUL 18 86

1 Rapicom Facsimile

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Tri-Mark, Inc.
(Signature of Debtor)

J. J. Hargader VP.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy
(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.

Type or Print Above Signature on Above Line

CLERK
RECORDED
INDEXED
1986 JUL 18 PM 4:18
MONTGOMERY COUNTY

262023

BOOK 500 PAGE 183

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records * <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Ebersberger, Michael Jon P.O. Box 605 Arnold, Anne Arundel, MD 21012		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) 1986 Autocar Model DK64B Truck S/N 1WBUCJF7GU300958 One (1) New 14' J & J Steel Body S/N S10279		RECORD FEE 11.00 POSTAGE .50 #16383 CMS 701 715420 JUL 18 86
The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Michael Jon Ebersberger</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
By <u>[Signature]</u> Title <u>Owner</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>[Signature]</u>	
<u>Michael J Ebersberger</u> Type or print name(s) of person(s) signing	<u>S.V. Zachary</u> Type or print name of person signing	

E. AUBREY COLLISON
CLERK
1986 JUL 18 PM 4:18

JUL 27 1986

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262838

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PSI DIV. OF SEVERNTEC
Address Severn Run Bldg., Md.Rt. 3, P. O. Box 268, Millersville, MD 21108

2. SECURED PARTY

Name COOPER INDUSTRIES, INC., Gardner-Denver Compressors
Address 1800 Gardner Expressway, Quincy, IL 62301

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
#16388 0345 001 115-27
JUL 18 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Gardner-Denver Model ECMQLB DBCACCO Air Compressor, S/N M18127.
(All cash, notes, leasing or rental agreements, sales contracts, security agreements, and other obligations arising from the sale, rent, or leasing of the foregoing type of property of the sale thereof.)

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

PSI DIV. OF SEVERNTEC

(Signature of Debtor)

John M. Woelpper

Type or Print Above Name on Above Line

John M. Woelpper
(Signature of Debtor)

Type or Print Above Signature on Above Line

COOPER INDUSTRIES, INC.

Gardner-Denver Compressors

(Signature of Secured Party)

JC Mast
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1986 JUL 18 PM 4:19

E. AUBREY COLLISON
CLERK



11 52.

BOOK 500 PAGE 185

262839

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Sam Moore and Sons, Inc. 9989 Guilford Road Jessup, Md. 20794	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #16391 C345 R01 T15:30 JUL 18 86
4 This financing statement covers the following types (or items) of property: 1986 Freightliner FLC 12064S Serial# 1FX1JC191GH287277 1986 R/S 15' Steel Dump Body Serial# 86030360 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Comm. Corp. P.O. Box A College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented: _____

Filed with: ANNE ARUNDEL COUNTY

SAM MOORE AND SONS, INC. WASHINGTON FREIGHTLINER, INC.

By: Samuel Moore Signature(s) of Debtor(s) By: [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

ASU.



1986 JUL 18 PM 4:19
E. AUDREY COLLISON
CLERK

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 500 PAGE 186

DATE: June 27, 1986

(X) Not Subject to Recordation Tax

262900

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Severn Companies, Inc.

RECORD FEE 11.00
POSTAGE .50
MAY 22 0345 AM 115:31
JUL 18 86

ADDRESS: 410 Severn Ave., Suite 404
Annapolis, Md. 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All equipment and items related to Air Force Proc Instrument No.
F08635-86-C-0071
Main Frame Computer, DEC VAX 11-750w/ 4MB memory, and peripheral equipment.

DEBTOR(S):

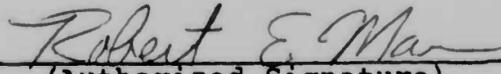


Jack R. Steere, President
Severn Companies, Inc.

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:



(Authorized Signature)

Robert E. Mann, Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each
signature and if company,
type name of company and
name and title of authorized
signer.)

1150

1986 JUL 18 PM 4:19
E. AUDREY COLLISON
CLERK



7-3-86

BOOK 500 PAGE 187

FINANCING STATEMENT

262901

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

MARK + DARLENE HOLGERSEN

LOT 69 COLONIAL MANOR CT.
ANNAPOLIS MD.
21401

AA Co.

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

12.00
-50
715733
JUL 18 86

1. This financing Statement covers the following types (or items) of property (the collateral).

1986 LIBERTY 14X70 SN 57136, Model-Monticello

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Mark Holgersen
MARK HOLGERSEN
Darlene Holgersen
DARLENE HOLGERSEN

THE SAVINGS BANK OF BALTIMORE
BY M. C. Collison

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc., which has been assigned to The Savings Bank of Baltimore.

12/86

PCS 0847



1986 JUL 18 PM 4:19
E. AUBREY COLLISON
CLERK

7-3-86

262902

FINANCING STATEMENT

BOOK 500 PAGE 188

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Scott D. & Linda K Miller

Colonial Manor Estates #40
Broadneck Road
Annapolis, MD 21401

A.A. Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).

New 1986 Liberty 70x14, Serial #08 L 57910, Model-Leader B47010 2BPKISW

2. Proceeds and products of the collateral are also specifically covered.

3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECEIVED 12.00
POSTAGE .50
1986 JUL 18 11:34

Debtor

Secured Party

JUL 18 86

Linda K. Miller
LINDA K. MILLER

Scott D. Miller
SCOTT D. MILLER

THE SAVINGS BANK OF BALTIMORE

BY *M. C. Gland*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes, Inc. (Millersville), which has been assigned to The Savings Bank of Baltimore.

CR
CLERK

1986 JUL 18 PM 4:19

E. AUBREY COLLISON
CLERK

PCS 0847

1250

7-3-86

362903

FINANCING STATEMENT

Not Subject to Recordation Tax

BOOK 500 PAGE 189

Name of Debtor

Mailing Address

H. Scot Smith
Howard A. Smith

Chesapeake Mobile Home Court
Ridge-Chapel Road
Hanover, Maryland 21076



SECURED PARTY

AA. Co.

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

RECORD FEE 12.00
POSTAGE .50
#10375 0345 R01 T15434
JUL 18 1986

2. 1986 New Liberty Homes, Inc., Monticello Mobile Home L45604
56 X 14, Brown/Brown Serial # 08-L-57351
Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

✓ Howard Scot Smith
HOWARD S. SMITH

THE BANK OF BALTIMORE

✓ Howard A Smith
HOWARD A. SMITH

BY S. M. Callahan

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.



1986 JUL 18 PM 4:19
E. AUBREY COLLISON
CLERK

PCS 0847

12/30

6-10-86

262904

FINANCING STATEMENT

BOOK 500 PAGE 190

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Barry D. Malley Christine M. Malley	184 Lyons Creek Mobile Home Park Lothian, Maryland 20711

A.A.C.

RECORDING FEE 12.00
 POSTAGE .50
 #18376 0345 201 115-35
 JUL 18 86

SECURED PARTY

THE BANK OF BALTIMORE (Assignee)	Address: BALTIMORE AND CHARLES STREETS BALTIMORE, MARYLAND 21201
-------------------------------------	---

1. This Financing Statement covers the following types (or items) of property (the collateral).

1981 Tidwell Industries "Winchester" Mobile Home, USED
 14X70, Serial # 6432

2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Barry Malley
 BARRY MALLEY
Christine M. Malley
 CHRISTINE M. MALLEY

Secured Party

THE BANK OF BALTIMORE
 BY *M.C. Holland*

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

12/50

CR
CLERK

RECEIVED FOR RECORD
 CLERK OF COURT, BALTIMORE COUNTY
 1986 JUL 18 PM 4:19
 E. AUBREY COLLISON
 CLERK

RECORDED JUL 18 1986

53 Anne Arundel

11.50

BOOK 500 PAGE 191

262905

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Maryland Machinery, Inc.

Name or Names

512-A Crain Highway, N.W. Glen Burnie, Md. 21061

Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

1 - 1400B Backhoe Loader S.N. 14N/2125/311124/7

RECORD FEE 11.00
POSTAGE .50
#16400 C345 R01 T15:48
JUL 18 86

Lessee: Maryland Machinery, Inc.

Lessor:

By:

(Signature of Lessee)

W. C. BRETSINGER, PRES.
(Type or Print) (Include Title)

THE EQUIPMENT LEASING COMPANY

(Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

1150

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUL 18 PM 4:20

E. AUBREY COLLISON
CLERK



53 Anne Arundel

12.50

BOOK 500 PAGE 102

262906

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Kinnamon & Anderson, Inc.
T/A Capers
 Name or Names

210 Revell Highway Annapolis, Maryland 21401
 Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)
Manitowoc 1100lb Remote Ice Machine
Manitowoc 900lb Storage Bin

RECORD FEE 12.00
 POSTAGE .50
 #16401 0345 001 115:49
 JUL 18 86

Lessee: Kinnamon & Anderson, Inc.
T/A Capers
Gary Anderson
 (Signature of Lessee)
GARY ANDERSON President
 (Type or Print) (Include Title)

Lessor:
THE EQUIPMENT LEASING COMPANY
G. Arnold
 (Signature of Lessor)
G. ARNOLD VICE PRESIDENT
 Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
 The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

1250

RECEIVED FOR RECORD
CLERK COURT, ANNE ARUNDEL COUNTY

1986 JUL 18 PM 4:20

E. AUBREY COLLISON
CLERK



53 Done Recorded

BOOK 500 PAGE 193

11.50

262907

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

- 1. Lessee Dr. Raymond Srsic
Name or Names
269 Pennsula Farm Road
Arnold, Maryland 21012
Address - Street No. City-County State Zip Code
- 2. Lessor The Equipment Leasing Company
Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

QBC Blood Cell Counter
QCA Chemistry Analyzer

RECORD FEE 11.00
POSTAGE .50
116402 0345 R01 T15-50
JUL 18 86

Lessee: Dr. Raymond Srsic
Raymond Srsic
(Signature of Lessee)
Raymond P. Srsic, M.D.
(Type or Print) (Include Title)

Lessor:
THE EQUIPMENT LEASING COMPANY
G. Arnold Kaufman
(Signature of Lessor)
G. ARNOLD KAUFMAN, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

11.50

RECEIVED FOR RECORD
DEPUTY COUNTY CLERK
1986 JUL 18 PM 4:20
E. AUBREY COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~LESSOR~~ LESSEE:
Name WTC AIR FREIGHT
Address 23740 Hawthorne Blvd., Torrance, CA. 90505

2. ~~SECOND PARTY~~ LESSOR:
Name HBE LEASING CORPORATION
Address P.O. BOX 27340 St. Louis, MO. 63141

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
-2- Speakers, -1- page horn KSU, -2- (8) circuit stations, -3- circuit C.O. line card buttons, -12- Toshiba Strata electronic speaker phones, -1- console, located at 2600 Cabover Drive, Suite D&E, Hanover, Maryland 21706, together with accessions, appurtenances and accessories thereto all as described in Lease No. 1150211, between Lessor and Lessee. This Financing Statement is being filed as a precaution only. Lessee and Lessor regard this Agreement as referred to in Item 6 as a "True Lease and not intended for security.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate) _____

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) _____

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

X [Signature]
(Signature of ~~Debtor~~ Lessee)

X CHRISTOPHER H. NIELSEN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HBE Leasing Corp.
[Signature]
(Signature of ~~Second Party~~ Lessor)

Type or Print Above Signature on Above Line

RECEIVED
MAY 08 1986
H.B.E. LEASING CORP.
1986 JUL 18 PM 4:20
E. AUERBY COLLISON
CLERK

RECEIVED
MAY 08 1986

H.B.E. LEASING CORP.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MILLER, JAY RALPH, JR.
 Address 7050 Harbour Village Ct., #2, Annapolis, MD 21401

2. SECURED PARTY

Name National Union Fire Insurance Company of Pittsburgh, PA
 Address 70 Pine Street, New York, NY 10270

Person And Address To Whom Statement Is To Be Returned If Different From Above.
JoAnn Recchiuti, Blank, Rome, Comisky & McCauley, Four Penn Center Plaza, Philadelphia, PA 19103

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Debtor grants Secured Party a security interest in all of Debtor's limited partnership interest in CFB Historic Associates ("Partnership").

Name and address of Assignee

RECORD FEE 11.00
 POSTAGE .50
 #16405 0345 R01 115:53
 JUL 18 86

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

JAY RALPH MILLER, JR. by CXT Associates, G.P. of the Partnership By: Carl Branoff, G.P. under power of attorney

 (Signature of Debtor)

Type or Print Above Name on Above Line

 (Signature of Debtor)

Type or Print Above Signature on Above Line

 (Signature of Secured Party)

Type or Print Above Signature on Above Line

1986 JUL 18 PM 4:20
 E. AUBREY COLLISON
 CLERK
 ANNE ARUNDEL COUNTY



FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

1. LESSEE:
Paul A. Kohlhepp, MD, PA.
200 Hospital Drive
Glen Burnie, MD 21061

BOOK 500 PAGE 196

2. LESSOR:
Butler and Company, Inc.
8726 Town & Country Blvd., Suite 205
Ellicott City, MD 21043

262910

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached to and made a part hereof.

One, New Panasonic FP-1520 copier, serial number IFB2558337
One, New Panasonic FP-2500 copier stand

RECORD FEE 11.00
POSTAGE .50
M1640765 01 715:55
JUL 18 86

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

Paul A. Kohlhepp, MD, PA
Name of Lessee

Butler and Company, Inc.
Name of Lessor

BY: [Signature]
Signature of Lessee

BY: [Signature]
Signature of Lessor

PAUL A. KOHLHEPP, PRESIDENT
Type or Print Name, include title

DEBORAH STRAN-SCHERR CREDIT MGR
Type or Print Name, include title

11/50



RECEIVED BY CLERK
DIRECT COURT CLERK
1986 JUL 18 PM 4:20
E. AUDREY COLLISON
CLERK

BOOK 500 PAGE 197

262911

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Mid-Lantic Manufacturing Corp.
d/b/a Mid-Lantic Window Corp.
175 West Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
H.B. Fuller Company
1200 West County Road "E"
Arden Hills, MN 55112

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

one - single hose Uniflow Model 030 for the manufacture of insulated glass

RECORD FEE 12.00
POSTAGE .50
#14409 0345 001 115-58
JUL 18 1986

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
Mid-Lantic Manufacturing Corporation
d/b/a Mid-Lantic Window Corporation
By: Fred Wurst
Signature(s) of Debtor(s)

H.B. Fuller Company
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

1250.



RECEIVED FOR RECORD
1986 JUL 18 PM 4:20
E. AUBREY COLLISON
CLERK

262912

BOOK 500 PAGE 198

RECORD FEE 11.00
POSTAGE .50
#15413 0345 R01 716-02
JUL 18 86

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
United Propane, Inc.
205 Najoles Road
Millersville, MD 21108
(Ann Arundel County)

2. Secured Party(ies) and address(es)
Chemi-Trol Chemical Co.
2776 C.R. 69 Route #1
Gibsonburg, Ohio 43431
(Sandusky County)

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property: LP Storage Tanks:
5-500 Gal.: 353062, 353063, 353064, 353066, 353067.
54-420 lb.: 15322, 15807, 15470, 15017, 15997, 15020,
15781, 15853, 15060, 15123, 15103, 15934,
15809, 15026, 15845, 15292, 15919, 15954,
15797, 15930, 15895, 15851, 15971, 15232,
15918, 15049, 16000, 16980, 16998, 16955,
16901, 16805, 16824, 16984, 16832, 16849,
16912, 16924, 16975, 16918, 16869, 16847,
16910, 16915, 16907, 15785, 15317, 15257,
15300, 15913, 15985, 15297, 15243, 15252.

5. Assignee(s) of Secured Party and
Address(es)

*Subject to recording
tax paid Dept of
Revenue Extension
\$52.80
back to state*

NOTE NO. 1146

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: County Recorder

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

United Propane, Inc.

Chemi-Trol Chemical Co.

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]* Fin. Div. Mgr
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1150



FILED JUL 18 1986
1986 JUL 18 PM 4:21
E. AUDREY COLLISON
CLERK

United Propane, Inc.
 205 Najoles Road
 Millersville, MD 21108
 Ann Arundel County
BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally

Chemi-Trol Chemical Co.
 2776 C.R. 69 Rt. 1
 Gibsonburg, OH 43431

Loan Number 1146
 Date May 30 1986
 Maturity Date May 30 1989
 Loan Amount \$ 16,561.08
 Renewal Of _____

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments)
Sixteen Thousand Five Hundred Sixty One-----08 Dollars \$ 16,561.08

I will pay this amount as follows:
 (a) In 36 installments of \$ 460.03 each, beginning June 30 1986 and continuing on the same day of each month thereafter until paid in full.
 (b) Entirely

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.

POST-MATURITY INTEREST: Interest will accrue at the rate of 19 % per year on the balance of this note not paid at maturity, including maturity by acceleration.
DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).

A loan acquisition fee of \$ _____ will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.
 You may retain a minimum interest charge of \$ _____ if after the application of the rebate formula, the amount you would retain would be less than that amount.

If checked, I agree to pay a late charge of _____ % of the amount of a payment which is more than _____ days late, up to \$ _____.
THE PURPOSE OF THIS LOAN IS: Purchase of LP Storage Tanks.

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me</small>	AMOUNT FINANCED <small>The amount of credit provided to me or on my behalf</small>	TOTAL OF PAYMENTS <small>The amount I will have paid when I have made all scheduled payments</small>	I have the right to receive at this time an itemization of the Amount Financed
<u>10.00 Simple %</u>	<u>\$ 2,304.18</u>	<u>\$ 14,256.90</u>	<u>\$ 16,561.08</u>	<input type="checkbox"/> YES I want an itemization <input type="checkbox"/> NO I do not want an itemization <small>"e" means an estimate</small> \$ <u>70.27</u> Filing Fees \$ _____ Non filing Insurance

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>36</u>	<u>\$ 460.03</u>	<u>Payments due the 30th. of each month with the first payment due June 30, 1986.</u>

Security: I am giving a security interest in the goods or property being purchased (brief description of other property) 5-500 Gal. and 54-420 lb. LP Storage Tanks.
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights in the payment of money from you.
Late Charge: I must pay a late charge of _____ % of the amount of any payment which is more than _____ days late, up to \$ _____.
Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.
 I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (or initials)
Credit Life			I want credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/> _____ Name of Insured _____
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____

I do not want _____ Credit Life Ins. _____ Credit Disability Ins. _____ Joint Credit Life Ins.

Itemization of Amount Financed

Amount given to me directly	\$ <u>15,841.00</u> (a)
10% Downpayment	\$ <u>1,584.10</u> (b)
Amount paid on my account	
Amounts paid to others on my behalf:	
To Credit Life Insurance Company	\$ _____ (c)
To Disability Insurance Company	\$ _____ (d)
To Public Officials	\$ _____ (e)
	\$ _____ (f)
	\$ _____ (g)
	\$ _____ (h)
Prepaid Finance Charge	\$ _____ (i)
AMOUNT FINANCED (a through h + i)	\$ <u>14,256.90</u> (j)
Finance Charge (include prepaid)	\$ <u>2,304.18</u> (k)
Total of Payments (j + k)	\$ <u>16,561.08</u> (l)

Security: To secure the payment of the note total (defined on the reverse side)
 (1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or relates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.
 (3) If checked, this note is not further secured by any contemporaneous agreement (other than (1) and (2) of this section).
 (4) If checked, this note is secured by a separate Financing Statement dated May 30, 1986.
 (5) Security Agreement: If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

- 5-500 Gal.: 353062, 353063, 353064, 353066, 353067.
54-420 lb.: 15322, 15807, 15470, 15017, 15997, 15020, 15781, 15853, 15060, 15123, 15103, 15934, 15809, 15026, 15845, 15292, 15919, 15954, 15797, 15930, 15895, 15851, 15971, 15232, 15918, 15049, 16000, 16980, 16998, 16955, 16901, 16805, 16824, 16984, 16832, 16849, 16912, 16924, 16975, 16918, 16869, 16847, 16910, 16915, 16907, 15785, 15317, 15257, 15300, 15913, 15985, 15297, 15243, 15252.

If checked, this security agreement (if filed) should be filed in the real estate records.
 Legal Description: _____
 Record Owner (if not me): _____
 This property will be used for Personal Business Agricultural (other) _____ purposes.
 If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures: I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.
COSIGNERS: SEE NOTICE ON REVERSE SIDE BEFORE SIGNING
 Name: United Propane, Inc.
 Signature: _____
 Name: Becky D'Amico Fin. Div. Mgr.
 Signature: _____
 Signature: _____
 Signature: _____

PRECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT
 © 1981 BANKERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM NDS P10H 10/14/85

BOOK 500 PAGE 103

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262913

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax, indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here. []

This financing statement Dated APRIL 16, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SUBURBAN SERVICE HEATING & AIR CONDITIONING, INC.
Address 3586 PATOYENT RIVER ROAD, DAVIDSONVILLE, MD. 21035

2. SECURED PARTY

Name AMANA REFRIGERATION BALTIMORE/WASHINGTON
Address 8909 MCGAW COURT COLUMBIA, MARYLAND 21045

RECORDED 11.00
JUL 18 1986

Person and Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All products manufactured and/or sold by Amana Refrigeration, Inc. DBA Amana Refrigeration Baltimore/Washington, now in Debtor's possession or hereafter acquired by Debtor, and all replacements, substitutions and additions thereto, and all proceeds and accounts derived from the sale or exchange of said products.

CHECK THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

CR CLERK
1986 JUL 18 PM 4:21
E ALPHE COLLISON CLERK

(Signature of Debtor)
EDWARD MARCIL
Type or Print Above Name of Above Line
x Edward Marcil
(Signature of Debtor)
Edward Marcil
Type or Print Above Signature on Above Line

By: AMANA REFRIGERATION INC
DBA AMANA REFRIGERATION BALTIMORE/
WASHINGTON
David M. Lasley - Credit Manager
(Signature of Secured Party)
DAVID M. LASLEY - CREDIT MANAGER
Type or Print Above Signature on Above Line

NOT SUBJECT TO RECORDATION TAX

1150

8818124A

BOOK 500 TIME 201

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Arnold's Shoe Store, Inc.

Name or Names—Print or Type Anne Arundel County

560 D Ritchie Highway, Severna Park, MD 21146

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Arnold R. Frieman

Name or Names—Print or Type

401 Harbor Drive Annapolis, Maryland 21403

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHMENT 1

4. If above described personal property is to be affixed to real property, describe real property.

560 D Ritchie Highway
Severna Park, MD 21146

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)

Arnold's Shoe Store, Inc.

Type or Print

By: Hubert B. Frieman

(Signature of Debtor)

Hubert Frieman, President

Type or Print

(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan Richard Sachs, Esquire

Gordon, Feinblatt, Rothman

Hoffberger & Hollander

Garrett Building

233 East Redwood Street

Baltimore, MD 21202

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY

1986 JUL 21 AM 9:45

E. AUBREY COLLISON
 CLERK

All of the Debtor's presently existing and hereafter arising or acquired accounts, accounts receivable, book debts, instruments, contracts, contract rights, documents, choses in action, notes, drafts, acceptances, chattel paper, general intangibles (including, but not limited to, all claims for tax refunds against any city, county, state, or federal government, or any agency or authority or other subdivision thereof) and other forms of obligation, now or hereafter owned or held by or payable to the Debtor (all hereinafter called "Accounts"), together with all merchandise represented by any of the Accounts; all such merchandise that may be reclaimed or repossessed or returned to customers; all of the Debtor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin, and sequestration; all proceeds and products and any accessions to all of the foregoing described properties and interests in properties; and all proceeds of insurance with respect thereto, including the proceeds of any applicable casualty or credit insurance or fidelity bond, whether payable in cash or in kind; and the proceeds of all of the foregoing; and all ledgers, books of account, records, computer programs, computer disks or tape files; computer printouts, computer runs, and other computer-prepared information relating to any of the foregoing; and all of the Debtor's presently existing and hereafter acquired equipment, machinery, supplies, furniture, tenant improvements, and fixtures, of every kind and description, now or hereafter owned by or in the custody or possession, actual or constructive, of the Debtor, wherever located, together with any and all parts, additions, replacements, accessions and substitutions thereto or therefor, and all licenses and other rights of the Debtor relating thereto, whether in the possession and control of the Debtor or in the possession and control of a third party for the account of the Debtor (herein called "Equipment"), and all claims under and proceeds of insurance thereon, and all maintenance and warranty records relating thereto, and all proceeds thereof.

BOOK 500 PAGE 203
262915

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented: 1

3 The Debtor is a transmitting utility

4 For Filing Officer Date, Time No Filing Office

1 Debtor(s) (Last Name First) and Address(es)
 GLEN DARMOFALSKI
 KIMBERLY L. DARMOFALSKI
 228 ELLA WELCH WAY
 LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)
 GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD ; #245
 WOODBRIDGE, VA 22191

RECORD FEE 12.00
 #15471 0777 801 108:43
 JUL 21 86

5 This Financing Statement covers the following types (or items) of property
 1976 SKYLINE HILLCREST
 70 X 14 SERIAL # DP9433
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

GLEN DARMOFALSKI KIMBERLY L. DARMOFALSKI GREEN TREE ACCEPTANCE INC.

X Glen Darmofalski *X* Kimberly L. Darmofalski Donna C. Jwire
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

(1) Filing Officer Copy—Numerical
 (3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

12

CR CLERK

RECEIVED JUN 17 1986
 COUNTY OF CHESTER, PENNSYLVANIA
 1986 JUL 21 AM 9:52
 E. AUBREY COLLISON
 CLERK

BOOK 500 PAGE 204

262916

FINANCING STATEMENT

To Be Recorded
Among Land Records

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. DEBTOR: Castle Home Center, Inc.

842 Rt. 3 North Gambrills, Md. 21054
(Name or Names - Last Name First)

(Address)

2. SECURED PARTY: Frederick Trading Company
PO Box 400, Frederick, Md. 21701

RECORD FEE 11.00

NOTARIAL FEE .50

118473 0777 001 108:46

3. This Financing Statement covers the following types (or items) of property:
All inventory and fixtures supplied to Debtor by Secured Party and any replacement inventory supplied by Secured Party (as evidenced by invoices on file with Secured Party), and all proceeds arising from the sale of those items.

JUL 21 86

4. If above described personal property is to be affixed to real property, describe real property.

1150.

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ _____



RECEIVED JUL 21 1986
COUNTY CLERK

1986 JUL 21 AM 9:52

S. AUBREY COLLISON
CLERK

8. Filed with: State of Maryland and Anne Arundel

9. RETURN TO: Frederick Trading Company, PO Box 400, Frederick, Maryland 21701

Dated this 6 day of June, 19 86

DEBTOR:
Castle Home Center, Inc.
By: [Signature] 90
(Title)

SECURED PARTY:
Frederick Trading Company
By: [Signature]
Credit Mgr (Title)

262917

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 2

3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Glen J. Sippl
842 Meadow Hights Lane
Arnold, Maryland 21012

2. Secured Party(ies) Name(s) and Address(es)

Ridgeway Limited Partnership
No. 158
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE .50
116474 0777 R01 TOR:48
JUL 21 86

5. This Financing Statement covers the following types (or items) of property:

The debtors interest as a Limited Partner in Ridgeway Limited Partnership No. 158 which constitutes 4 Unit(s) thereof.

This transaction is not subject to Recordation Tax.
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)

Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Glen J. Sippl

Ridgeway Limited Partnership No. 158,
ICON Group, Inc. as General Partner

By Glen J. Sippl
Signature(s) of Debtor(s)

By [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
15/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York



FILED IN RECORD

1986 JUL 21 AM 9:52

E. AUSTREY COLLISON
CLERK

262918

BOOK 500 PAGE 206

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es): Swah, Samuel R. 1216 Brunswick Ct Arnold, Md 21012
2. Secured Party(ies) Name(s) and Address(es) Ridgeway Limited Partnership No. 158 c/o ICON Group, Inc. One Summit Avenue White Plains, New York 10606

4. For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 11.00
POSTAGE .50
JUL 21 1986
116475 CTTT R01 T08:48

5. This Financing Statement covers the following types (or items) of property:
The debtors interest as a Limited Partner in Ridgeway Limited Partnership No. 158 which constitutes 2 Unit(s) thereof.
This transaction is not subject to Recordation Tax.

6. Assignee(s) of Secured Party and Address(es)
Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

Products of the Collateral are also covered.
8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

By Samuel R. Swah
Signature(s) of Debtor(s)

Ridgeway Limited Partnership No. 158,
ICON Group, Inc., as General Partner
By [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York



1986 JUL 21 AM 9
E. AUBREY COLLISON
CLERK

262919

BOOK 500 PAGE 207

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es):
MEDFORD SANDY, DALLA
12 VIRGINIA ave
Edgewater MD 21037

2. Secured Party(ies) Name(s) and Address(es):
Ridgeway Limited Partnership
No. 158
c/o ICON Group, Inc.
One Summit Avenue
White Plains, New York 10606

3. The Debtor is a transmitting utility.
4. For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 12.00
POSTAGE .50
#16476 CTT 001 TOR:49
JUL 21 86

5. This Financing Statement covers the following types (or items) of property:
The debtors interest as a Limited Partner in Ridgeway Limited Partnership No. 158 which constitutes 4 Unit(s) thereof.
This transaction is not subject to Recordation Tax.
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
Westinghouse Credit Corporation
2000 Oxford Drive
Bethel Park, PA 15102

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

By Sandy Medford Signature(s) of Debtor(s)
ICON Group, Inc. Signature(s) of Secured Party(ies)
 Ridgeway Limited Partnership No. 158,
 ICON Group, Inc. as General Partner

(1) Filing Officer Copy-Numerical
 (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York



RECEIVED IN RECORDS
 COUNTY
 1986 JUL 21 AM 9:52
 E. AUDREY COLLISON
 CLERK

262920

BOOK 500 PAGE 203



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es):	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office	
James T. & Joan H. Clinedinst 533 Pembroke Court Millersville, MD 21108	Ridgeway Limited Partnership No. 158 c/o ICON Group, Inc. One Summit Avenue White Plains, New York 10606	RECORD FEE 12.00 POSTAGE .50 JUL 21 1986 10:50	

5. This Financing Statement covers the following types (or items) of property: The debtors interest as a Limited Partner in Ridgeway Limited Partnership No. 158 which constitutes <u>2</u> Unit(s) thereof.	6. Assignee(s) of Secured Party and Address(es): Westinghouse Credit Corporation 2000 Oxford Drive Bethel Park, PA 15102
---	---

This transaction is not subject to Recordation Tax.
 Products of the Collateral are also covered.

8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner
--	---------------------------

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.					

James T. & Joan H. Clinedinst
 By *[Signature]* *[Signature]* Signatures of Debtor(s)
 Ridgeway Limited Partnership No. 158,
 ICON Group, Inc. as General Partner
 By *[Signature]* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
 (5/82) STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York

CR CLERK
 1986 JUL 21 AM 9:52
 E. AUBREY COLLISON
 CLERK

262921

BOOK 500 PAGE 200

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) STERIN & ASSOCIATES, INC. 1623 FORREST DR. SUITE 302 ANNAPOLIS, MD. 21401	2. Secured Party(ies) and address(es) AVCO LEASING SERVICES 8301 ARLINGTON BLVD SUITE 105A FAIRFAX, VA. 22031	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 24.50 POSTAGE .50 #16480 C777 R01 108:55 JUL 21 86
4. This financing statement covers the following types (or items) of property: 1-NEW TELEPHONE SYSTEM <i>paid total \$3485.00</i> <i>"This filing of financing statement is made by the Secured Party, herein referred to as the Secured Party, has loaned certain personal property described herein to lessee, referred to as Debtor."</i>		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY

STERIN & ASSOCIATES, INC.
By: Attorney in Fact
Signature(s) of Debtor(s)

AVCO LEASING SERVICES
By: Francis Shelton / Lease Coordinator
Signature(s) of Secured Party(ies)
Francis Shelton / Lease Coordinator

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy - Alphabetical



1986 JUL 21 AM 9:52
E. AUSTIN COLLISON
CLERK

BOOK 500 PAGE 210

262922

UCC STATEMENT

(1) Filing Officer Copy—Alphabetical

1. This UCC Statement dated <u>7-9-86</u> is to be filed in the office shown below. Filed with <u>STATE</u> <u>ANNE ARUNDEL CO</u>	2. File number and filing date of original financing statement, if any, previously filed in office shown at left. File Number: _____ Filing Date: _____	3. For Filing Officer: File Number: _____ Filing Date and Hour: _____	4. Index numbers of subsequent statements (FOR OFFICE USE ONLY): _____
--	---	---	---

5. This statement is (CHECK ONLY ONE BOX)
 ORIGINAL FINANCING STATEMENT This financing statement covers the collateral described in Item 8. If a name and address appear in Item 10, they are the name and address of the Assignee to whom the Secured Party has assigned its Security interest in such collateral prior to filing.
 ORIGINAL FINANCING STATEMENT WITHOUT DEBTOR'S SIGNATURE This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction.
 AMENDMENT The financing statement bearing the file number shown in Item 2 is amended as set forth in Item 11.

CONTINUATION STATEMENT The financing statement bearing the file number shown in Item 2 is still effective.
 ASSIGNMENT Secured Party of Record has, subsequent to the filing of the financing statement bearing the file number shown in Item 2, assigned his (its) rights, under the said financing statement, in the collateral described in Item 11 to the Assignee whose name and address are shown in Item 10.
 PARTIAL RELEASE OF COLLATERAL Secured Party releases the collateral described in Item 11 from the financing statement bearing the file number shown in Item 2.
 TERMINATION Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

*6. Name(s) and Mailing Address(es) of Debtor(s) <u>MARK LANK INC.</u> <u>P.O. Box 322</u> <u>MILLERSVILLE MD.</u>	7. Name and Address of Secured Party: <u>CARTER MACHINERY COMPANY, INC.</u> <u>P. O. Box 1096</u> <u>Salem, Virginia 24153</u>
---	---

RECORD FEE 11.00
 #16484 C777 R01 T09:02
 JUL 21 86

*8. Description of Collateral: (Proceeds and Products of Collateral are Also Covered)
ONE used Caterpillar G13 B scrapers S/N 38W5210
THIS IS NOT SUBJECT TO RECORDATION TAX CM # 3010681060

9. This statement is intended to apply whether the property described above is leased or sold to Debtor. Should the property be initially leased and later purchased by Debtor subject to Secured Party's security interest, this statement is intended to cover such security interest. It shall also apply to any renewal, extension or refinancing of the obligations secured. A carbon, photographic or other reproduction hereof is sufficient as a financing statement.

10. Name and Address of Assignee:	11. Set forth here is: (Check one box): <input type="checkbox"/> Manner in which the original financing statement is amended: <input type="checkbox"/> Description of collateral in which rights are assigned: <input type="checkbox"/> Description of collateral released from original financing statement:
-----------------------------------	--

13. CARTER MACHINERY COMPANY, INC. <u>Judith Stadosky</u> SIGNATURE OF SECURED PARTY SIGNATURE FOR TERMINATION STATEMENT	<u>Alan M. Tate</u> SIGNATURE(S) OF DEBTOR(S) (Required only on original Financing Statement or Amendment)
---	--



1986 JUL 21 AM 9:53
 E. ADAMS & LULLITON
 CLERK

BOOK 500 PAGE 211

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Chattsub, Inc. 535-555 North Gilbert Street Fullerton, California 92634	2 Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 200 South Wacker Drive Chicago, Illinois 60606	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 #16507 C777 R01 T09:32 19 JUL 21 84
---	--	--

4 This statement refers to original Financing Statement No. 464-589 **Dated** _____
Date filed: August 16, 19 83 **Filed with** Anne Arundel County, Maryland

5 **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6 **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7 **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8 **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9 **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

.....
 Signature of Debtor if an Amendment
 Dated:, 19.....

CITICORP INDUSTRIAL CREDIT, INC.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

1986 JUL 21 AM 9:54
 AUBREY COLLISON
 CLERK

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3 REORDER FROM MODERN LAW FORMS CHICAGO (312) 640-1688

BOOK 500 PAGE 212

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Chattanooga Glass Company 400 West 45th Street Chattanooga, Tennessee 37410	Citicorp Industrial Credit, Inc. 200 South Wacker Drive Chicago, Illinois 60606	RECORD FEE 10.00 POSTAGE .50 #16508 C777 RM1 T09:33 JUL 21 1982

4 This statement refers to original Financing Statement No. 243898, Liber 453 pg. 181 Dated August 25, 19 82 Filed with Clerk of Circuit Court of Anne Arundel County, MD

- 5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

.....
Signature of Debtor if an Amendment
Dated:, 19.....

CITICORP INDUSTRIAL CREDIT, INC.
By: *[Signature]*
Signature(s) of Secured Party(ies)

CITICORP INDUSTRIAL CREDIT, INC.
AUDREY COLLISON
CLERK
JUL 21 AM 9:54

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3

REORDER FROM
MODERN LAW FORMS
CHICAGO
(312) 640-1688

BOOK 500 PAGE 213

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es) Container General Corporation* 400 West 45th Street Chattanooga, Tennessee 37410 *Formerly Chattanooga Glass Company</p>	<p>2 Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 200 South Wacker Drive Chicago, Illinois 60606</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 112309 0777 R01 109:33 JUL 21 86</p>
<p>4 This statement refers to original Financing Statement No. <u>Liber 471, Pg. 32</u> Dated <u>February 23, 19 84</u> Filed with <u>Maryland</u> Clerk of Circuit Court of Anne Arundel County, 19</p>		
<p>5 <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6 <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7 <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8 <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9 <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		



1986 JUL 21 AM 9:54
E. ALDRIDGE COLLIERSON
CLERK

CITICORP INDUSTRIAL CREDIT, INC

Signature of Debtor if an Amendment
Dated: 12/19, 19 85

By: Seaford Wax
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3 REORDER FROM MODERN LAW FORMS CHICAGO (312) 640-1688

BOOK 500 PAGE 214

Handwritten mark resembling a stylized 'U' or '4'.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Diamond Container General Inc. * First Avenue Royesford, Pennsylvania 19468	2 Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 200 South Wacker Drive Chicago, Illinois 60606	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 118519 077 R01 109133 JUL 21 86
4 This statement refers to original Financing Statement No. 484-20 478 Dated _____, 19 ____ Date filed: April 30, 19 85 Filed with Clerk of Circuit Court of Anne Arundel County, Maryland		
5 <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6 <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7 <input type="checkbox"/> Asslgnment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8 <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9 <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

*Successor by merger to Container General Corporation.

CR
CLERK

1986 JUL 21 AM 9:54
E. AUBREY COLLISON
CLERK

CITICORP INDUSTRIAL CREDIT, INC.

Signature of Debtor if an Amendment
Dated: 12/19/85, 19 85

By: *Sealed Wax*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3

REORDER FROM
MODERN LAW FORMS
CHICAGO
(312) 640-1688

BOOK 500 PAGE 215

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) C.G.C. Holding Company 400 West 45th Street Chattanooga, Tennessee 37410	2 Secured Party(ies) and address(es) Citicorp Industrial Credit, Inc. 200 South Wacker Drive Chicago, Illinois 60606	For Filing Officer (Date, Time, Number, and Filing Office) POSTAGE #16311 0777 R01 109:34 JUN 21 86
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4 This statement refers to original Financing Statement No. 242532, Liber 449 pg. 474 **Dated** 19
Date filed: May 12, 1982 **Filed with** Clerk of Circuit Court of Anne Arundel County, MD

- 5 Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

CR
CLERK

1986 JUL 21 AM 9:54
 E. AUBREY COLLISON
 CLERK

.....
 Signature of Debtor if an Amendment
 Dated: 12/19, 1985

.....
 CITICORP INDUSTRIAL CREDIT, INC.
 By: Sufed Wax
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3
 REORDER FROM
 MODERN LAW FORMS
 CHICAGO
 (312) 640-1688

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
Glass Containers Corporation
535-555 N. Gilbert Street
Fullerton, California 92634

2 Secured Party(ies) and address(es)
Citicorp Industrial Credit, Inc.
200 South Wacker Drive
Chicago, Illinois 60606

For Filing Officer
(Date, Time, Number, and Filing Office)

RECORD FEE 10.00
POSTAGE .50
018512 CITI R01 109:34
JUL 21 1986

4 This statement refers to original Financing Statement No. 466-301 Dated Clerk of Circuit Court of Anne Arundel County,
Date filed: October 6, 1983 Filed with MD

- 5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.



1986 JUL 21 AM 9:54
E. AUBREY COLLISON
CLERK

CITICORP INDUSTRIAL CREDIT, INC

Signature of Debtor if an Amendment

Dated: 12/19, 1985

By: *Seferal Wax*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3

REORDER FROM
MODERN LAW FORMS
CHICAGO
(312) 640-1688

BOOK 500 PAGE 217
262923

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

James R. & Ann Marie Fowler
Ridgwood MHP
7406 S. Robin Ct.
Hanover, Md. 21076

2 Secured Party(ies) Name(s) and Address(es)

Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

4 For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 12.00
114333 CMS RM 109457
JUL 21 1986

5 This Financing Statement covers the following types (or items) of property

The mobile home, manufactured by Windsor, year 86, model L 76, W 14, Serial # 19357, and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing.

6 Assignee(s) of Secured Party and Address(es)

The Philadelphia Saving Fund Society
Consumer Lending Department
1234 Market Street—9th Floor
Philadelphia, PA 19107

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

Conditional Sales Contract has been signed

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction:
- when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

By James R. Fowler Eastern Home Inc
Ann Marie Fowler J.C. Mally, Inc.
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL (3/83)
STANDARD FORM —FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania
(Required only if Item 10 is checked.)

CR
CLERK

1986 JUL 21 AM 10:10
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

BOOK 500 PAGE 218
262924

- 1. To be recorded in the Land Record: *N*
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)
 Chase Construction & Equipment Corp. *[Signature]* 1825 George Ave.
 Annapolis, MD 21401

RECORD FEE 11.00
 POSTAGE .50
 #1652 045 001 707456
 JUL 21 86

6. Secured Party / Lessor Address
 Mt. Vernon Leasing, Inc., T/A Diversified Leasing 2024 West Street
 Annapolis, Maryland 21401
 Attention: Margaret A. Bracone
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Chase Construction, Inc. (Seal)
[Signature] (Seal)
 Title: Vice President (Seal)

1986 JUL 21 AM 10:10
 E. AUBREY COLLISON
 CLERK

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85)



FIRST FEDERAL SAVINGS
& Loan Association of Annapolis

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

BOOK 500 PAGE 210

SCHEDULE A

LEASES NUMBER: 6083

EQUIPMENT:

- (3) SHARP 8500 COPIERS SH 9500
- (3) AUTOMATIC DOCUMENT FEEDERS SH 464

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sieminski & Co., Inc.
Address P.O. Box 606, Glen Burnie, Md. 21061

RECORD FEE 11.00
#16534 0345 R01 109:58
JUL 21 86

2. SECURED PARTY

Name L. B. Smith, Inc.
Address P.O. Box 8658, Baltimore, Md. 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Terex Model 60C Loader, s/n 72954

SECURED NO SUBJECT TO RECORDATION TAX

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

1986 JUL 21 AM 10:11
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

SIEMINSKI & CO., INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

L.B. SMITH, INC., Bruce DEan/Business Mgr.
Type or Print Above Signature on Above Line

11

STATE OF MARYLAND

BOOK 500 PAGE 221

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251776

RECORDED IN LIBER 472 FOLIO 497 ON April 26, 1984 (DATE)

1. DEBTOR

Name Gibraltar Building & Loan Corp
Address 700 Melvin Ave Annapolis, Md. 21401

2. SECURED PARTY

Name AT&T Information Systems
Address 123 Market Place
Balto. Md. 21202

RECORD FEE 10.00
POSTAGE .50
#16535 0345 R01 T09:58
JUL 21 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> Other: termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>1986 JUL 21 AM 10:11 E. AUBREY COLLISCH CLERK</p>	

Dated 7-10-84

Dawn Ware
(Signature of Secured Party)
Dawn Ware
Type or Print Above Name on Above Line

STATE OF MARYLAND

10.50

BOOK 500 PAGE 222

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252279

RECORDED IN LIBER 474 FOLIO 25 ON 6/14/84 (DATE)

1. DEBTOR

Name P & R Corp. t/a Ingelside Pharmacy
Address 325 Hospital Dr. #203, Glen Burnie, MD 21061

2. SECURED PARTY

Name L-J Leasing Company
Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
JUL 21 86

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

1986 JUL 21 AM 10:11
CLERK
AUGUSTY COLLISON

Dated 7/1/86

F. Jed

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line

262327

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying file No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alco Gravure, Inc. 63-30584-907

Address 50 Essex Street, Rochelle Park, New Jersey 07662

2. SECURED PARTY

Name Chrysler Financial Corporation

Address 777 Passaic Avenue, Clifton, NJ 07012

RECORDING FEE 11.00

STAMP ENG RM T10:01

JUL 21 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment: Three (3) 1986 Roskam Model B-12-18-12 Single Stream Automatic Jogger Stacker with Counters S/N 1328-62, 1328-63, 1328-64
Equipment Location: 7364 Baltimore and Annapolis Boulevards Glen Burnie, Maryland 21061
Equipment Cost: \$276,570.00

"This is a true lease transaction. This memorandum is for notification purposes only, and should not be construed as creating, or evidencing a security interest under the U.C.C."

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



RECEIVED BY REC'D BY
1986 JUL 21 AM 10:11
E. AUBREY COLLISON
CLERK

Alco Gravure, Inc.
(Signature of Debtor)

John Mannion
Type or Print Above Name on Above Line
John Mannion
(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard W. London
(Signature of Secured Party)

Richard W. London
Type or Print Above Signature on Above Line

BOOK 500 PAGE 221

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Powercon Corp. 1551 Florida Ave. Severn, Md. 21144	2. Secured Party(ies) and address(es) Simplex Machinery Corp. 50 Voorhis Lane Hackensack, NJ 07601	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. 261736 Book 497 Page 574
Filed with Arundel County Date Filed 5/7/86 1986

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

RECORD FEE 10.00
POSTAGE .50
JUL 21 1986

Ikegai Model FX20Z
Serial No. 01268V

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Arthur Merdinger, Pres
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

CR CLERK

1986 JUL 21 AM 10:11
E. AUBREY COLLISCH
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 500 PAGE 225
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

262926

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stanley Engineering
Address 180 Penrod Court, Bldg F, Glen Burnie, MD 21061

2. SECURED PARTY

Name Sunnen Products Company
Address 7910 Manchester Avenue, St. Louis, Missouri 63143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 15, 1987

4. This financing statement covers the following types (or items) of property: (list)

Certain Machinery & Equipment manufactured by Sunnen Products Company including:

- 1 - BP-10K Press Serial # 7780
- 1 - GA-4141 Dial Bore Gage
- 1 - GR-6241 " " "
- 1 - GR-9241 " " "
- 1 - GR-2121 " " "
- 1 - CF-1126 Setting Fixture
- 1 - CF-502 " " and various tooling

RECORD FEE 11.00
POSTAGE .50
#16537 C345 R01 T10:02
JUL 21 86

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



RECEIVED RECORDS SECTION
1986 JUL 21 AM 10:11
E. AUBREY COLLISON
CLERK

Stanley Engineering
(Signature of Debtor)
X PRESIDENT (Title)
Type or Print Above Name on Above Line
Kenneth Stanley
(Signature of Debtor)
Kenneth Stanley
Type or Print Above Signature on Above Line

Sunnen Products Company
(Signature of Secured Party)
Jean Guse Jean Guse-Manager
Type or Print Above Signature on Above Line

BOOK 500 PAGE 226

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.— FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259851
RECORDED IN LIBER 493 FOLIO 284 ON 1/7/86 (DATE)

1. DEBTOR

Name Union Carbide Corporation
Address 39 Old Ridgebury Road, Danbury, Connecticut 06817-0001

2. SECURED PARTY

Name Morgan Bank (Delaware) as Collateral Agent
Address 902 Market Street, Wilmington, Delaware 19801

RECORDED FEE 1547.00
INDEXED FEE 201 710.55
JUL 21 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>See Exhibit A attached hereto.</p>	

CP
CLERK

RECEIVED FOR RECORD
CLERK, DEPT. OF COUNTY

1986 JUL 21 AM 10:58

E. AUBREY COLLISON
CLERK

Dated 27 June 1986 x Pat W. Adl

EXHIBIT A

BOOK 500 PAGE 227

The security interests created by the Pledge and Security Agreement, dated as of January 6, 1986, (the "Agreement") among the Debtor, certain Pledging Subsidiaries listed therein, certain Banks listed therein and the Secured Party in the following assets which constitute Collateral, as that term is defined in Section 1.01 of the Agreement (but not in any proceeds received by the Debtor arising from the sale or disposition thereof) pursuant to the Purchase and Sale Agreements made April 7, 1986 with respect to the sale of certain assets constituting the Battery Products business of Debtor (the "Business"), by and between the Debtor and Ralston Purina Company, are extinguished, ceased, released and terminated:

1. All Patent Collateral of the Debtor, as that term is defined in Section 1.01 of the Agreement, which constitutes the patents and patent applications owned by Seller or licensed by Seller from third parties and used in the Business, which are listed on Schedule I annexed hereto.
2. All Trademark Collateral of the Debtor, as that term is defined in Section 1.01 of the Agreement, which constitutes the trademarks, trade names and service marks, and registrations and applications for such trademarks, trade names and service marks and copyrights, and registrations and applications for such copyrights, and any other trademarks, trade names, services marks and copyrights (whether registered or unregistered) which are owned by Debtor and used exclusively in the Business, which are listed on Schedule II annexed hereto.
3. All Know-How and Trade Secret Collateral of the Debtor, as that term is defined in Section 1.01 of the Agreement, which constitutes all research, development and commercially practiced processes, trade secrets, know-how, inventions, and manufacturing, engineering and other technical information whether owned by Debtor or licensed from third parties

by Debtor, used exclusively in the Business (the "Technology") and all notebooks, records, reports and data relating to the Technology.

BOOK 500 PAGE 228

4. All Inventories, as that term is defined in Section 1.01 of the Agreement, which constitute all quantities of inventory, including raw materials, work-in-process, finished goods, stores and supplies, owned by Debtor and which are either stored in those warehouses listed on Schedule III attached hereto or located upon the parcels of Real Property listed on Schedule IV, as that term is defined in the Purchase Agreements, and used in the operation of the Business as they are currently being operated.
5. All Receivables, as that term is defined in Section 1.01 of the Agreement, which constitute all accounts receivable with third parties arising out of the operation of the Business.
6. Any and all other Collateral, as that term is defined in Section 1.01 of the Agreement, consisting of documents evidencing any of the Collateral discussed in paragraphs 1 through 5 above which is directly and primarily used in the Business.

BOOK 500 PAGE 229

Schedule I

Patent Collateral

JEC 0279g 3/16/86

BOOK 500 PAGE 200

Purchase and Sale Agreement -- U.S. Assets

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Battery Products

Date: February 21, 1986
Revised: March 14, 1986

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

BOOK 500 PAGE 231

CONTENTS

Part 1 - Patents and Technology to be Transferred to Buyer Pursuant to Article 1.1 (vi).

- (a) U.S. Pending Patent Applications Owned by Union Carbide Corporation.
- (b) U.S. Unfiled Patent Applications Owned by Union Carbide Corporation
- (c) U.S. Patents Owned by Union Carbide Corporation
- (d) Foreign Patents and Applications Owned by Union Carbide Corporation
- (e) United States and Foreign Patents Owned by Sony Eveready (UCC Licensee)
- (f) United States and Foreign Patents Owned by Sonca Industries, Ltd. (UCC Licensee)
- (g) United States and Foreign Design Patents Owned by Sonca Industries, Ltd. (UCC Licensee)
- (h) Patents Owned by Union Carbide Canada Ltd. (UCC Licensee)
- (i) United States and Foreign Patents Owned by Varta A.G. (UCC Licensee)
- (j) Patent and Technology License Agreements With Third Parties
- (k) Technical Service Agreements With Affiliates

Part 2 - Buyer and Seller Patent-Technology Overlaps

Part 3 - Claims, Litigation and Other Proceedings Pertaining to Patents and Technology

JEC 02799 3/16/86

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

BOOK 500 PAGE 232

Part 1 - Patents and Technology to be Transferred to Buyer
Pursuant to Article 1.1 (vi)

DISCLOSURE SCHEDULE II
PATENTS AND TECHNOLOGY

BOOK 500 PAGE 234

Part 1 - Patents and Technology to be Transferred
to Buyer Pursuant to Article 1.1 (vi)

BOOK 500 PAGE 233

(a) U. S. Pending Patent Applications Owned by Union Carbide Corporation

<u>U. S. Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
367018	April 9, 1982	Hermetically Sealed Electrochemical Cell Construction With Maximized Internal Volume.
451946	December 21, 1982	Spew Thickener. Zilka JB
480692	March 31, 1983	Corrosion Resistant Coating For Copper Sealing Surface of Covers of Galvanic Cells
519208	August 1, 1983	Hermetically Sealed Electrochemical Cell Having A Pressure Release Vent.
533669	September 19, 1983	Organic Electrolyte For Nonaqueous Cells
566305	December 28, 1983	Organic Electrolyte For nonaqueous Cells.
598408	April 11, 1984	Rupture Diaphragm For Galvanic Cell.
626103	June 29, 1984	Vermiform Expanded Graphite Conductor For Silver Oxide Cells.
626104	June 29, 1984	Manganese Dioxide and Process For The Production Thereof.
626107	June 29, 1984	Metal Cathode Carrier Having A Protective Surface Layer Of A Metal Oxide.
654949	September 27, 1984	Electrochemical Cell Having A Safety Vent Closure.
669086	November 7, 1984	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells.
671464	November 14, 1984	Thermoformed Film Member Vent For Galvanic Cells.
684588	December 21, 1984	Galvanic Dry Cells Encased And Sealed With Heat-Shrunk Adhesive Tape.
686734	December 27, 1984	Nonaqueous Cell Employing A Cathode-Electrolyte Solution Containing A Boron-Containing Additive.
686750	December 27, 1984	Galvanic Cells Having Ion Exchange Resin In Their Cathode Mix.

Part 1 (a) cont.

<u>U. S. Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
693230	January 22, 1985	Safety Non-Resealable Pressure Relief Device For Galvanic Cells.
698816	February 5, 1985	Galvanic Cells Having Encapsulated Electrodes And Process For The Production Thereof.
749226	June 27, 1985	Hermetic Seal For An Electrochemical Cell.
749265	June 27, 1985	Permanganate Process For The Production Of Manganese Dioxide From Manganous Salts.
749544	June 27, 1985	Double-Grooved Gasket For Galvanic Cells.
749711	June 28, 1985	Solid State Cell Employing A Cathode Of Mos3 With MnO2 And/Or Sb2s3.
749774	June 28, 1985	Vitreous Solid Lithium Cation Conductive Electrolyte.
749780	June 28, 1985	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte.
749781	June 28, 1985	Alkaline Cell Employing A Zinc Electrode With Reduced Mercury Additive.
778302	September 20, 1985	Galvanic Cell Having An Improved Safety Vent Construction.
782467	October 1, 1985	Vitreous Phosphorus Oxide-Sulfide Solid Lithium Electrolyte.
783533	October 3, 1985	Liquid Cathode Cell System Employing A Coiled Electrode Assembly.
794541	November 4, 1985	Electrochemical Cell.
794838	November 4, 1985	Coiled Electrode Assembly Cell Construction With Pressure Contact Member.
<u>814163</u>	December 23, 1985	Sealing Gasket For Electrochemical Cells.
<u>813570</u>	December 26, 1985	Chelating Agents For Use In Carbon-Zinc Batteries.

Part 1 (a) cont.

<u>U. S. Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
693230	January 22, 1985	Safety Non-Resealable Pressure Relief Device For Galvanic Cells.
698816	February 5, 1985	Galvanic Cells Having Encapsulated Electrodes And Process For The Production Thereof.
749226	June 27, 1985	Hermetic Seal For An Electrochemical Cell.
749265	June 27, 1985	Permanganate Process For The Production Of Manganese Dioxide From Manganous Salts.
749544	June 27, 1985	Double-Grooved Gasket For Galvanic Cells.
749711	June 28, 1985	Solid State Cell Employing A Cathode Of MoS_3 With MnO_2 And/Or Sb_2S_3 .
749774	June 28, 1985	Vitreous Solid Lithium Cation Conductive Electrolyte.
749780	June 28, 1985	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte.
749781	June 28, 1985	Alkaline Cell Employing A Zinc Electrode With Reduced Mercury Additive.
778302	September 20, 1985	Galvanic Cell Having An Improved Safety Vent Construction.
782467	October 1, 1985	Vitreous Phosphorus Oxide-Sulfide Solid Lithium Electrolyte.
783533	October 3, 1985	Liquid Cathode Cell System Employing A Coiled Electrode Assembly.
794541	November 4, 1985	Electrochemical Cell.
794838	November 4, 1985	Coiled Electrode Assembly Cell Construction With Pressure Contact Member.
<u>814163</u>	December 23, 1985	Sealing Gasket For Electrochemical Cells.
<u>813570</u>	December 26, 1985	Chelating Agents For Use In Carbon-Zinc Batteries.

DISCLOSURE SCHEDULE II
PATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred
to Buyer Pursuant to Article 1.1 (vi)

U. S. Unfiled Patent Applications Owned by Union Carbide Corporation

Patent Number	Title
D-14907	Electroless Plated Plastic Cell Cover
D-14768	Bi_2O_3 /Cells with Mn_2O_x -Based Electrolyte
D-14736	Shellac Bonded Multi-Layered Separator
D-15132	Squeezelight
D-15041	Release Vent for Flat Cells
D-14647	Fluorocarbon Surfactant Additives as Corrosion Inhibitors for Stainless Steel Components in Nonaqueous Cells
D-14754	Lithium Carbonate/Calcium Hydroxide Additive for MnO_2 Cathodes in Nonaqueous Cells
D-15107	Dry Molding of the Cathode Collector for Liquid Cathode Systems
D-15078	Point Supported Seal
D-15074	PVC Film Separator for Coiled Rolled Cells
D-15108	Ring Supported Seal
* [D-14829]	Use of Deforming Agents in Coiled Metal Anodes
D-15150	<u>Modified Bushing Vent Construction</u>
D-15166	<u>Cup-and-Can With Double Cover Button Cell Construction With Internally Compressed Gasket</u>
D-15177	<u>Corrosion Inhibitors for Nonaqueous Cell Components</u>

*Inactivated

DISCLOSURE SCHEDULE II
PATENTS AND TECHNOLOGY

- 45 -
 BOOK 500 PAGE 237

Part 1 - Patents and Technology to be Transferred
 to Buyer pursuant to Article 1.1 (vi)

(c) U. S. Patents Owned by Union Carbide Corporation

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
RE.27684	April 11, 1989	Cathode Material For Solid State Batteries
RE.28250	April 3, 1990	Rechargeable Electrochemical Cell Having Complex Metal Fluoride Electrolyte
RE.29047	March 19, 1991	Push Button Switching Module For Flashlights
RE.31365	January 29, 1997	Solid State Electrolytes
DES.226219	January 30, 1987	Portable Hand Lantern
DES.230420	February 19, 1988	Portable Fluorescent Lantern
DES.233908	December 10, 1988	Portable Flashlight
DES.235575	June 24, 1989	Portable Flashlight
DES.238604	January 27, 1990	Flashlight
DES.240550	July 13, 1990	Flashlight
DES.240551	July 13, 1990	Flashlight
DES.241971	October 19, 1990	Flashlight
DES.250469	December 5, 1992	Multi-Cell Battery Charger
DES.252502	July 31, 1993	Rechargeable Battery Checker
DES.265615	August 3, 1996	Universal Mountable Display Tray
DES.280936	October 8, 1999	Lantern
3423243	January 21, 1986	Fuel Cell
3423247	January 21, 1986	Fuel Cell Electrode
3424306	January 28, 1986	Package And Method Of Producing Same
3427199	February 11, 1986	Method For Starting Operation Of A Sodium Amalgam-Oxidant Fuel Cell
3431622	March 11, 1986	Apparatus For Forming Metal

Part 1 (c) cont.

Page 2 of 16

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
3432351	March 11, 1986	Cylindrical Rechargeable Battery Having Expanded Metal Grid With Bond Joint Being Bent Flatwise
3440515	April 22, 1986	Shunt Regulator Battery Charger
3441730	April 29, 1986	Portable Rechargeable Lighting Device
3454258	July 8, 1985	Automatic Gas Regulating System
3456102	July 15, 1986	Portable Electric Hand Lantern
3458288	July 29, 1986	Hydrogen Generator
3459510	August 5, 1986	Hydrogen Generator
3462308	August 19, 1986	Method And Means For Flowing A Gas In A Fuel Cell System
3477877	November 19, 1986	Improved Fuel-Cell
3477958	November 11, 1986	Electrolyte For Solions
3481853	December 2, 1986	Method And Apparatus For Cleaning Fuel Cell Electrolytes
3494796	February 10, 1987	Galvanic Dry-Tape Cell Construction
3494801	February 10, 1987	Dry Cell With Novel Venting Means
3494802	February 10, 1987	Dry Cell With Novel Venting Means
3497391	February 24, 1987	Regeneration Lime Sheet For Use In Primary Galvanic Batteries Employing A Zinc Anode
3503811	March 31, 1987	Dry Cell With Novel Venting Means
3506495	April 14, 1987	Primary Dry Cell
3519812	July 7, 1987	Portable Electric Lantern With Swivel-Type Lamp Assembly
3532547	October 6, 1987	Process For Supplying Hydrogen And Oxygen To fuel Cells

Part 1 (c) cont.

BOOK 500
Page 3 of PAGE 230

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
3539797	November 10, 1987	Waterproof Lantern With Novel Reflector Assembly
3539800	November 10, 1987	Magnet Device
3544385	December 1, 1987	Non-Aqueous Battery With Methylene Chloride In The Electrolyte
3547703	December 15, 1987	Non-Aqueous Battery With Ethylene Glycol Sulfite Electrolyte Solvent
3549983	December 22, 1987	A High Efficiency High Power DC Series Type Voltage Regulator
3551211	December 29, 1987	An Anhydrous Battery Utilizing Polymeric Electrolyte
3553029	January 5, 1988	Multilayer Fuel Cell Electrode
3563805	February 16, 1988	Thin, Flat Primary Cells And Batteries
3563807	February 16, 1988	Portable Electric Hand Lantern
3582291	June 1, 1988	Solid Ionic Conductors
3607430	September 21, 1988	Manufacture Of Flat Primary Galvanic Cells With Two Half Cells
3615830	October 26, 1988	Zinc Additive In Nickel Cadmium Cells
3615859	October 26, 1988	Leclanche Dry Cell With Thick Wall Paste Separator
3617387	November 2, 1988	Battery Construction Having Cell Components Completely Internally Bonded With Adhesive
3629009	December 21, 1988	Auxiliary Component Package For Oxygen-Metal Batteries
3650841	March 21, 1989	Mutiple Cell Galvanic Battery
3652339	March 28, 1989	Regeneration Lime Sheet For Use In Primary Galvanic Batteries Employing A Zinc Anode

Part 1 (c) cont.

Page A of 16
BOOK 500 PAGE 240

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
3653965	April 4, 1989	Rechargeable Galvanic Cell And Electrolyte Therefor
3653968	April 4, 1989	Solid State Electrochemical Cells
3655453	April 11, 1989	Cathode Material For Solid State Batteries
3664878	May 23, 1989	Pressure Relief Vent Valve For A Fluid-Tight Sealed Container Especially An Alkaline Galvanic Cell
3672996	June 27, 1989	Electrolyte
3672998	June 27, 1989	Extended Area Zinc Anode For Use In A High Rate Alkaline Galvanic Cell
3674563	July 4, 1989	Oxygen-Depolarized Galvanic Cell
3675389	July 11, 1989	Machine For Filling Preformed Pouches
3684480	August 15, 1989	Nickel Fibers And Galvanic Cell Electrodes Made Therefrom
3685983	August 22, 1989	Manganese Fibers Useful For Galvanic Cell Electrodes
3689323	September 5, 1989	Solid Ionic Conductors
3690866	September 12, 1989	Lead Fibers And Galvanic Cell Electrodes Made Therefrom
3723185	March 27, 1990	Solid Ionic Conductors
3725128	April 3, 1990	Rechargeable Electrochemical Cell Having Complex Metal Fluoride Electrolyte
3726718	April 10, 1990	Compositions Containing Lithium, Potassium, Sulfate And Nitrate And Or Nitrite Ions
3734279	May 22, 1990	Display Tray
3746850	July 17, 1990	Diver Decompression Apparatus
3748181	July 24, 1990	Galvanic Cell Having Improved Construction

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
3751298	August 7, 1990	Thermal, Rechargeable Electro-Chemical Cell Having Lithrium Monoaluminide Electrode And Lithium Tetrachloroaluminite
3777631	December 11, 1990	Apparatus For Forming A Cylinder
3783026	January 1, 1991	Improved Electrolyte For Air-Depolarized Cells
3798440	March 19, 1991	Push Button Switching Module For Flashlights
3802921	April 9, 1991	Separator For Primary Galvanic Cells
3802923	April 9, 1991	Resealable Vent Closure For Sealed Galvanic Dry Cell
3829952	August 20, 1991	Apparatus For Forming A Cylinder
3844838	October 29, 1991	Zinc Fibers And Needles And Galvanic Cell Anodes Made Therefrom
3847669	November 12, 1991	Reduced Mercury-Containing Zinc Alkaline Cells
3847673	November 12, 1991	Hydrazine Concentration Sensing Cell For Fuel Cell Electrolyte
3849201	November 19, 1991	Improved Anode And Sensing Cell For Hydrazine Cell
3850693	November 26, 1991	Corrosion Inhibitor For Alkaline Aluminum Cells
3853625	December 10, 1991	Zinc Fibers And Needles And Galvanic Cell Anodes Made Therefrom
3856137	December 24, 1991	Display Tray
3871916	March 18, 1992	Nonaqueous Cell Utilizing A 3ME2OX-Based Electrolyte
3871921	March 18, 1992	Flat Alkaline Cell Construction And Method For Assembling The Same
3875398	April 1, 1992	Portable Flourescent Lantern

Part 1 (c) cont.

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3877992	April 15, 1992	Primary Dry Cell With Fail-Safe Vent
3880671	April 29, 1992	Corrosion Inhibitor System For Alkaline Aluminum Cells
3883368	May 13, 1992	Alkaline Aluminum-Air/Zinc-Manganese Dioxide Hybrid Battery
3884721	May 20, 1992	Improve Anode For Galvanic Cells
3884722	May 20, 1992	Improved Alkaline Galvanic Cell
3888699	June 10, 1992	Primary Dry Cell
3891462	June 24, 1992	Galvanic Cell Structure
3893870	July 8, 1992	Hydrogen Absorbing Material For Electrochemical Cells
3898100	August 5, 1992	Cathode Mix For Solid Electrolyte
3899354	August 12, 1992	Gas Electrodes And A Process For Producing Them
3900340	August 19, 1992	Galvanic Cell Structures Employing Coiled Electrodes
3901730	August 26, 1992	Cathode Mix For Solid Electrolyte
3901732	August 26, 1992	A Thin Flat Cell Construction Having A Gas-Permeable Coated Perforated Anode
3902922	September 2, 1992	Conductive Coated Vented Cathode Collector For Thin Flat Cells
3904437	September 9, 1992	Novel Separator For Zinc Chloride Cells
3905830	September 16, 1992	Zinc Fibers And Needles And Galvanic Cell Anodes Made Therefrom
3905833	September 16, 1992	Cyanide And Mercury Corrosion Inhibitors For Zinc Alkaline Galvanic Cells
3905851	September 16, 1992	Separators For All-Zinc Chloride And Chloride-Sal Systems

Part 1 (c) cont.

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<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
3907597	September 23, 1992	Nonaqueous Cell Having An Electrolyte Containing Sulfolane Or An Alkyl-Substituted Derivative Thereof
3907601	September 23, 1992	Vinyl Battery Separators
3911350	October 7, 1992	Dual Battery Charging Rate Device
3914521	October 21, 1992	Heat-Treated, Corona-Treated Polymer Bodies And A Process For Producing Them
3920478	November 18, 1992	Divalent Silver Oxide Zinc Cell Having A Unipotential Discharge Level
3921049	November 18, 1992	Charging Circuit For Battery Operated Devices Powered By Solar Cells
3922178	November 25, 1992	Alkaline Battery Seal And Protective Coating
3924116	December 2, 1992	A Flashlight Having A Push Button Switch Means
3924117	December 2, 1992	A Flashlight Having A Magnet-Switch Combination
3925102	December 9, 1992	Divalent Silver Oxide Cell Having A Unipotential Discharge Level
3932196	January 13, 1993	Primary Dry Cell With Gas-Venting Passageway Through The Cathode Mix
3939006	February 17, 1993	Hydrogen Absorbing Material For Electrochemical Cells
3940287	February 24, 1993	Primary Dry Cell With Gas Venting Passageway Around The Cathode Mix
3944430	March 16, 1993	Rechargeable Galvanic Cell And Electrolyte Therefor
3944435	March 16, 1993	Bonded Component Assembly For Flat Cells And Method Therefor
3945847	March 23, 1993	Conerent Manganese Dioxide Electrodes, Process For Their Production And Electrochemical Cells Utilizing Them

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
3951685	April 20 1993	Nonaqueous Cell Utilizing A 3ME20X-Based Electrolyte
3953235	April 27, 1993	Nonaqueous Cell Having An Electrolyte Containing Crotonitrile
3956018	May 11, 1993	Primary Electric Current-Producing Dry Cell Using A (CFX)N Cathode And An Aqueous Alkaline Electrolyte
3957696	May 18, 1993	Ternary Solid Ionically Conductive Compositions And Method Of Preparing The Same
3963518	June 15, 1993	Solids Ionically Conductive At Elevated Temperatures
3967977	July 6, 1993	Closure For Galvanic Dry Cells
3977906	August 31, 1993	Flat Alkaline Cell Construction
3982958	September 28, 1993	Non-Aqueous Battery System
3982966	September 28, 1993	Flat Alkaline Cell Construction And Method For Assembling The Same
3985573	October 12, 1993	A Solid Cathode Collector Bobbin For Use In Liquid Cathode Cell Systems
3993501	November 23, 1993	Nonaqueous Electrochemical Cell
3995767	December 7, 1993	Battery Dispenser
3996068	December 7, 1993	Primary Dry Cell
3996069	March 18, 1992	Nonaqueous Cell Utilizing A 3ME 20X-Based Electrolyte
3997366	December 14, 1993	Battery Separators
4011103	March 8, 1994	Cathode Contact Member For Alkaline Round Cells
4014712	March 29, 1994	Cathode-Depolarizer Mix Containing A Polyacrylamide Binder

Part 1 (c) cont.

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4015055	March 29, 1994	Metal Oxide Cells Having Low Internal Impedance
4020241	April 26, 1994	Galvanic Cell Having A Resealable Vent Closure
4025696	May 24, 1994	Safety Switch For Small Diameter Galvanic Cells
4028478	June 7, 1994	Safety Switch For Sealed Galvanic Cells
4029876	June 14, 1994	Heat-Treated, Corona-Treated Polymer Bodies And A Process For Producing Them
4032696	June 28, 1994	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
4048027	September 13, 1994	A Process For Producing Electrolytic MnO ₂ From Molten Manganese Nitratehexahydrate
4048389	September 13, 1994	Cathode Or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
4048402	September 13, 1994	Non-Aqueous Cell Having A Cathode Of Lead Monoxide-Coated Lead Dioxide Particles
4048403	September 13, 1994	Non-Aqueous Lead Dioxide Cell Having A Unipotential Discharge Voltage
4049882	September 20, 1994	Battery Products
4049892	September 20, 1994	Non-Aqueous Cell Having As Cathode A Mixture Of Lead Dioxide And Lead Monoxide And/Or Lead Particles
4052533	October 4, 1994	Pressure Relief Flapper Vent Valve For Galvanic Cells
4056659	November 1, 1994	A Primary Dry Cell Having A Novel Venting Closure
4063902	December 20, 1994	Galvanic Cell Having A Resealable Vent Closure
4074023	February 14, 1995	Primary Dry Cell With Masked Separator

Part 1 (c) cont.

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4079172	March 14, 1995	Galvanic Cell Having A High Pressure Vent Closure
4091178	May 23, 1995	Rechargeable Alkaline MnO ₂ Zinc Cell
4091181	May 23, 1995	Rechargeable Galvanic Cell
4101818	July 18, 1995	A Multi-Cell Battery Charger
4105830	August 8, 1995	Air Depolarized Cell
4112200	September 5, 1995	Galvanic Cell Having A Primary Radial Seal And A Secondary Resealable Vent Closure
4129686	December 12, 1995	Pronged Anode Collector For Internally Shorting Galvanic Cells
4142028	February 27, 1996	Nonaqueous Cells Utilizing Aluminum, Magnesium, And Calcium Anodes In Amide-Based Electrolytes
4146681	March 27, 1996	Seal Closure For A Galvanic Cell
4146685	March 27, 1996	Molded Metal Oxide Electrodes Containing An Ethylene Acrylic Acid
4154905	May 15, 1996	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
4154906	May 15, 1996	Cathode Or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
4163829	August 7, 1996	Metallic Reducing Additives For Solid Cathodes For Use In Nonaqueous Cells
4167458	September 11, 1996	Lithium Ion-Containing Organic Electrolyte
4167609	September 11, 1996	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
4174565	November 20, 1996	Rechargeable Metal Oxide-Hydrogen Cells And Method Of Precharging Such Cells
4175052	November 20, 1996	Alkaline-MnO ₂ Cell Having A Zinc Powder-Gel Anode Containing P-N-V-P Or PMA

Part 1 (c) cont.

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4175167	November 20, 1996	Electrode Having Polytetrafluoroethylene Powder Dispersed On Its Outer Surface
4178538	December 11, 1996	Rechargeable Cell Checker
4184007	January 15, 1997	Nonaqueous Battery Construction
4186248	January 29, 1997	Solid State Electrolytes
4186249	January 29, 1997	Solid State Electrolytes
4195121	March 25, 1997	Thin Flexible Electrodes And The method For producing Them
4209577	June 24, 1997	Alkaline-MNO ₂ Cell Having A Zinc Powder-Gel Anode Containing Methyl Cellulose
4216279	August 5, 1997	Manganese Dioxide Fluoride-Containing Cathodes For Solid Electrolyte Cells
4218523	August 19, 1997	Nonaqueous Electrochemical Cell
4218527	August 19, 1997	Lead Dioxide/Fluoride-Containing Cathodes For Solid Electrolyte Cells
4224384	September 23, 1997	Silver Catalyzed, Manganese Dioxide Hydrogen Gas Absorber
4237526	December 2, 1997	Battery Operated Device Having A Waterproof Housing And Gas Discharge Vent
4243732	January 6, 1998	Charge Transfer Complex Cathodes For Solid Electrolyte Cells
4246253	January 20, 1998	MNO ₂ Derived From LIMN204
4248944	February 3, 1998	Improved Seals For Electrochemical Cells
4250234	February 10, 1998	Divalent Silver Oxide Cell
4251602	February 17, 1998	High Pressure Safety Vent For Galvanic Dry Cells
4252666	February 24, 1998	Silver Catalyzed, Manganese Dioxide Hydrogen Gas Absorber

Part 1 (c) cont.

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4255499	March 10, 1998	High Pressure Safety Vent For Galvanic Dry Cells
4256815	March 17, 1998	Improved Seals For Electrochemical Cells
4260669	April 7, 1998	Alkaline MnO ₂ Cell Having A Zinc Powder Gel Anode Containing Starch Graft Copolymer
4263382	April 21, 1998	Charge Transfer Complex Cathodes For Solid Electrolyte Cells
4267244	May 12, 1998	Layered Charge Transfer Complex Cathodes For Solid Electrolyte Cells
4277360	July 7, 1998	Manganese Dioxide
4277545	July 7, 1998	Nonaqueous Cell
4278741	July 14, 1998	Nonaqueous Cell
4281046	July 28, 1998	Dry Cell With Electrolyte Dispersion channels Through The Cathode Mix
4282293	August 4, 1998	Improved Seals For Electrochemical Cells
4285122	August 25, 1998	Heat-Treated Organic Solvent Treated Manganese Dioxide
4298665	November 3, 1998	Cathode Comprising the reaction Product Of Bi ₂ O ₃ And WO ₃
4301220	November 17, 1998	Cathode Comprising The Reaction Product Of Bismuth Trioxide And Molybdenum Trioxide
4302517	November 24, 1998	A Unitary Seal And Cover Support Gasket For Miniature Button Cells
4302520	November 24, 1998	Cathode Comprising The Reaction Product Of Bismuth Sulfur And Lead Or Iron
4303876	December 1, 1998	A Multi-Cell Battery Charger
4312930	January 26, 1999	MnO ₂ Derived From LIMN204

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Title

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4314010	February 2, 1999	A Solid State Cell Employing An Electron Donor-Embedded Anode
4315976	February 16, 1999	Coated Active Anodes
4327159	April 27, 1999	Non-aqueous Electrochemical Cell
4327160	April 27, 1999	Non-Aqueous Cell
4327166	April 27, 1999	Nonaqueous Cell Having A MnO ₂ Poly-Carbon Fluoride Cathode
4328289	May 4, 1999	Electrochemical Cell Having A resealable Vent Closure
4329405	May 11, 1999	Electrochemical Cell Having A Safety Vent Closure
4333994	June 8, 1999	Cell Having A Coiled Electrode Assembly
4333996	June 8, 1999	A Solid State Cell In Which An Inert Nonconductive Material Is Dispersed In The Cathode
4339788	July 13, 1999	Lighting Device With Dynamic Bulb Positioning
4340653	July 20, 1999	Galvanic Dry Cell Employing a Tapered Cathode Bobbin
4343405	August 10, 1999	Universal Mountable Display Tray
4350747	September 21, 1999	Externally Coated Hermetic Seals For Use With Electrochemical Cells
4352714	October 5, 1999	Method For Making A Metal-To-Ceramic Insulator Seal For Electrochemical Cells
4352869	October 5, 1999	Solid State Electrolytes
4367266	January 4, 2000	Cathode Collectors For Nonaqueous Cell Having A Metal Oxide Catalyst
4374909	February 22, 2000	Improved Seals For Electrochemical Cells

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<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4379815	April 12, 2000	Cell Having Mixed Solid Cathode Materials For Controlling Cell Expansion On Discharge
4379817	April 12, 2000	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes
4385103	May 24, 2000	Nonaqueous Cell Having An Antimony Trisulfide Cathode
4390604	June 28, 2000	Complex Metal Sulfide cathodes For Non-Aqueous Cells
4399204	August 16, 2000	A Solid cathode Comprising A Lead Fluoride/Tin Fluoride Compound
4400453	August 23, 2000	Non-aqueous Electrochemical Cell
4404266	September 13, 2000	Seal For Miniature Air Cells
4419422	December 6, 2000	Sulfide-Containing Cathode For Nonaqueous Cells
4419423	December 6, 2000	Nonaqueous Cells Employing Heat-Treated MnO_2 Cathodes And A PC-DME-LI CF_3SO_3 Electrolyte
4421834	December 20, 2000	Glass Fiber Separators For Liquid Cathode Cells
4431719	February 14, 2001	Cathode Collector Having Recesses For Liquid Cathode Cells
4437231	March 20, 2001	Electrochemical Cell Having A Safety Vent Closure
4440836	April 3, 2001	Nonaqueous Cell Employing An Anode Having A Boron-Containing Surface Film
4442184	April 10, 2001	Dry Path Gas Venting Seal
4442186	April 10, 2001	Porous Annulus Providing Gas Channels Between Electrode Compartments
4444855	April 24, 2001	Non-Aqueous Electrochemical Cell

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Patent No.	Expiration Date	Title
214	May 22, 2001	Lithium Halide Additives For Nonaqueous Cell Systems
4208	June 12, 2001	Pressure Contact Tab/Cover Construction For Electrochemical Cells
57990	July 3, 2001	Thin Miniature Cell Construction With Reshaped Gasket
463070	July 31, 2001	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
4465745	August 14, 2001	A Crystalline Solid Lithium Cation Conductive Electrolyte
4465746	August 14, 2001	A Vitreous Solid Lithium Cation Conductive Electrolyte
4465747	August 14, 2001	Alkali Metal Or Alkaline Earth Metal Compound Additive For Manganese Dioxide-Containing Nonaqueous Cells
4469764	September 4, 2001	Seal Closure For A Galvanic Dry Cell
4476104	October 9, 2001	Manganese Dioxide And Process For The Production Thereof
4476202	October 9, 2001	Two-Piece Cover-Seal Construction For Galvanic Cells
4477545	October 16, 2001	Isostatic Compression Method For Producing Solid State Electrochemical Cells
4478921	October 23, 2001	Manganese Carbonate Additive For Manganese Dioxide-Containing Nonaqueous Cells
4483908	November 20, 2001	Intumescent Material-Coated Galvanic Cells
4486514	December 4, 2001	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
4489144	December 18, 2001	An Isoxazole Derivative Additive In Organic Electrolytes Of Nonaqueous Cells Employing Solid Cathodes

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Title

<u>U. S. Patent No.</u>	<u>Expiration Date</u>	<u>Title</u>
4501805	February 26, 2002	Galvanic Cell Having A Saturated Fluorocarbon Plasma-Treated Sealing Gasket
4503133	March 5, 2002	Leak Resistant Galvanic Cell And Process For The Production Thereof
4507370	March 26, 2002	Miniature Galvanic Cell Construction Providing Gas Channels Between Electrode Compartments
4516317	May 14, 2002	Nonaqueous Cell Employing An Anode Having A Boron-Containing Surface Film
4529673	July 15, 2002	Electrochemical Cell Having A Safety Vent Closure
4532705	August 6, 2002	Electrochemical Cell Having A Resealable Vent Closure
4536456	August 20, 2002	Tellurium-Containing Cathodes For Nonaqueous Cells
4539269	September 3, 2002	Low Profile Seal
4539271	September 3, 2002	Galvanic Cells Having Encapsulated Electrodes And Process For The Production Thereof
4541172	September 17, 2002	Iodide Treatment Of Manganese Dioxide
4549943	October 29, 2002	Suspension Bath And process For Production Of Electrolytic Manganese Dioxide
4560632	December 24, 2002	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes

DISCLOSURE SCHEDULE II
PATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be Transferred
to Buyer Pursuant to Article 1.1 (vi).

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(d) Foreign Patents and Applications Owned by Union Carbide Corporation

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	834893 February 17, 1987	Improved Cathode-Depolarizers for High Temperature Electro- chemical Devices
Canada	804145 January 14, 1986	Gas Stream Monitor
Canada	803037 December 31, 1985	Stabilized Low Voltage Alkaline Primary Cell
Canada	830062 December 16, 1986	Process for Making a High-Surface Area Electrode
Canada	803443 January 7, 1986	Galvanic Battery Comprising a Positive-Active Mass Consisting Essentially of Nickellic Oxide
Canada	860222 January 5, 1988	Galvanic Battery Comprising a Positive-Active Mass Consisting Essentially of Nickellic Oxide
Canada	830374 December 23, 1986	Galvanic Battery Comprising a Positive-Active Mass Consisting Essentially of Nickellic Oxide
Canada	813466 May 20, 1986	Charge Secondary Cell
Canada	809310 March 25, 1986	Sealed Secondary Cell
Canada	806293 February 11, 1986	Addition for Dry Cells
Canada	804147 January 14, 1986	Primary Dry Cells
Canada	807269 February 25, 1986	Improved Silver Oxide Galvanic Cell

FOREIGN PATENTS AND APPLICATIONS

OWNED BY UNION CARBIDE CORPORATION (cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	809197 March 25, 1986	Electrolyte
Canada	814571 June 3, 1986	Exchange Method of Making Open-Ended Cathodes
Canada	826774 November 4, 1986	Galvanic Dry-Tape Cell Construction
Canada	867992 April 6, 1988	Galvanic Dry-Tape Cell Construction
Canada	806297 February 11, 1986	Shunt Regulator Battery Charger
Canada	816531 July 1, 1986	Display Card
Canada	848020 July 28, 1987	Extended Area Zinc Anode for use in a High Rate Alkaline Galvanic Cell
Canada	863740 February 16, 1988	Hearing Aid Battery Dispenser
Canada	858958 December 22, 1987	Portable Rechargeable Lighting Device
Canada	844738 June 16, 1987	Regeneration Lime Sheet for use in Primary Galvanic Batteries Employing a Zinc Anode
Africa U	2952 December 11, 1988	Package and Method of Producing Same
Austria	294691 March 15, 1989	Package and Method of Producing Same
Belgium	725224 December 10, 1988	Package and Method of Producing Same

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	856061 November 17, 1987	Package and Method of Producing Same
France	1595053 December 12, 1988	Package and Method of Producing Same
Hong Kong	72-00318 December 11, 1988	Package and Method of Producing Same
Japan	979641 March 31, 1987	Package and Method of Producing Same
Malaya	73-00005 December 11, 1988	Package and Method of Producing Same
Netherlands	152214 December 31, 1988	Package and Method of Producing Same
Norway	129337 December 11, 1988	Package and Method of Producing Same
Phil R	6181 October 14, 1988	Package and Method of Producing Same
Singapore	72-00162 February 11, 1988	Package and Method of Producing Same
Sweden	360328 December 11, 1988	Package and Method of Producing Same
Switzerland	489403-0 December 11, 1988	Package and Method of Producing Same
United Kindgom	1239998 December 11, 1988	Package and Method of Producing Same
W. Germany	1901104.2-9 January 10, 1987	Package and Method of Producing Same
Canada	851315 September 8, 1987	Primary Dry Cell
Hong Kong	71-00423 January 9, 1989	Primary Dry Cell

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Malaya	71-00224 January 9, 1989	Primary Dry Cell
Phil R.	5460 January 26, 1988	Primary Dry Cell
Singapore	71-00250 January 9, 1989	Primary Dry Cell
United Kingdom	1220042 January 9, 1989	Primary Dry Cell
Canada	866360 March 16, 1988	Dry Cell with Novel Negative Terminal
Canada	863445 February 9, 1988	Dry Cell with Novel Venting Means
Canada	849674 August 18, 1987	Dry Cell with Novel Venting Means
Canada	885624 November 9, 1988	Rechargeable Oxygen-Metal Battery with Novel Arrangement for Auxiliary Charging Electrode
Canada	902720 June 13, 1989	Dry Cell with Novel Venting Means
Canada	927330 May 29, 1990	Display Tray
Canada	906050 July 25, 1989	Non-aqueous Battery with Methylene Chloride in the Electrolyte
Canada	898348 April 18, 1989	Non-aqueous Battery with Ethylene Glycol Sulfite Electrolyte Solvent
Canada	9034842 June 27, 1989	An Anhydrous Battery Utilizing Polymeric Electrolyte
Canada	903841 June 27, 1989	Alkaline Primary Cells with Mercuric Oxide Cathode

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	926927 May 22, 1990	Manufacture of Flat Primary Galvanic Cells with Two Half Cells
Canada	930420 July 17, 1990	Thin, Flat Primary Cells and Batteries
Canada	928779 June 19, 1990	Battery Construction having Cell Components completely Internally Bonded with Adhesive
Canada	925676 May 8, 1990	Solid Ionic Conductors
Canada	928036 June 12, 1990	Solid Ionic Conductors
France	70-08233 March 6, 1990	Solid Ionic Conductors
Hong Kong	76-00737 March 6, 1990	Solid Ionic Conductors
Japan	754184 March 30, 1989	Solid Ionic Conductors
Switzerland	523091-3 March 6, 1990	Solid Ionic Conductors
Switzerland	522298-9 March 6, 1990	Solid Ionic Conductors
United Kingdom	1307282 March 6, 1990	Solid Ionic Conductors
Canada	918744 January 9, 1990	Auxiliary Component Package for Oxygen-Metal Batteries
Canada	912403 October 17, 1989	Auxiliary Component Package for Oxygen-Metal Batteries
Argentina	183653 May 26, 1986	Leclanche Dry Cell with Thick Wall Paste Separator
Australia	431727 June 4, 1986	Leclanche Dry Cell with Thick Wall Paste Separator
Canada	935872 October 23, 1990	Leclanche Dry Cell with Thick Wall Paste Separator

FOREIGN PATENTS AND APPLICATIONS

OWNED BY UNION CARBIDE CORPORATION (Cont'd.) 500 258

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Indonesia	(70-03168 May 21, 1970)	Leclanche Dry Cell with Thick Wall Paste Separator
Canada	929217 June 26, 1990	Zinc Additive in Nickel Cadmium Cells
Belgium	755337 August 26, 1990	Hydrogen Absorbing Material for Electrochemical Cells
Canada	945208 April 9, 1991	Hydrogen Absorbing Material for Electrochemical Cells
Australia	438628 August 26, 1986	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Austria	304662 May 15, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Austria	308868 November 15, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Austria	310836 February 15, 1991	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Belgium	755411 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Canada	983101 February 3, 1993	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Canada	1000352 November 23, 1993	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Colombia	19410 January 31, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Denmark	132918 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Denmark	137106 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Hong Kong	75-00069 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Hong Kong	75-00171 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
India	128195 August 27, 1986	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Japan	742848 December 12, 1988	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Japan	789231 December 27, 1989	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
New Zealand	161266 August 27, 1986	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Norway	135959 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell

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OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Norway	141700 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Norway	140282 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Phil R.	6130 October 6, 1988	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Singapore	74-00542 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Singapore	75-00033 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
United Kingdom	1336567 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
United Kingdom	1336568 August 27, 1990	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
West Germany	2042417.3-9 August 27, 1988	Pressure Relief Vent Valve for a Fluid-Tight Sealed Container especially an Alkaline Galvanic Cell
Argentina	182611 April 6, 1986	Multiple Cell Galvanic Battery
Australia	436373 January 19, 1987	Multiple Cell Galvanic Battery
Canada	975842 October 7, 1992	Multiple Cell Galvanic Battery

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Hong Kong	75-00068 January 18, 1991	Multiple Cell Galvanic Battery
Japan	1416428 January 20, 1986	Multiple Cell Galvanic Battery
Mexico	121046 January 11, 1986	Multiple Cell Galvanic Battery
New Zealand	162561 January 19, 1987	Multiple Cell Galvanic Battery
United Kingdom	1331800 January 18, 1991	Multiple Cell Galvanic Battery
Canada	979483 December 9, 1992	Vinyl Battery Separators
Canada	972034 July 29, 1992	Zinc Fibers & Needles & Galvanic Cell Anodes Made Therefrom
Canada	970029 June 24, 1992	Cadium Fibers & Galvanic Cell Anodes Made Therefrom
Canada	970031 June 24, 1992	Nickel Fibers & Galvanic Cell Electrodes Made Therefrom
Canada	970030 June 24, 1992	Manganese Fibers Useful For Galvanic Cell Electrodes
Canada	968406 May 27, 1992	Lead Fibers & Galvanic Cell Electrodes Made Therefrom
Canada	961914 January 28, 1992	Oxygen-Depolarized Galvanic Cell
Canada	985362 March 9, 1993	Fast Charge Sealed Secondary Nickel-Cadmium Cell or Bat- tery with Temperature Sensing Overcharge Control
Canada	966897 April 29, 1992	Solid State Electrochemical Cells
Canada	969606 June 17, 1992	Solid State Electrochemical Cells

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OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	71-15799 May 3, 1991	Solid State Electrochemical Cells
Italy	942092 May 3, 1991	Solid State Electrochemical Cells
Japan	914185 May 4, 1991	Solid State Electrochemical Cells
Switzerland	545008-1 May 3, 1991	Solid State Electrochemical Cells
United Kingdom	1346225 May 3, 1991	Solid State Electrochemical Cells
Argentina	188667 April 21, 1987	Machine for Filling Preformed Pouches
Costa Rica	(2267 May 24, 1971)	Machine for Filling Preformed Pouches
Canada	940098 January 15, 1991	Machine for Filling Preformed Pouches
Colombia	20226 June 17, 1992	Machine for Filling Preformed Pouches
Denmark	140427 July 5, 1991	Machine for Filling Preformed Pouches
Indonesia	(71-03482 July 5, 1971)	Machine for Filling Preformed Pouches
New Zealand	164203 July 5, 1987	Machine for Filling Preformed Pouches
Phil R.	7785 October 1, 1990	Machine for Filling Preformed Pouches
Sri Lanka	6713 July 6, 1986	Machine for Filling Preformed Pouches

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	955727 October 8, 1991	Cathode Material for Solid State Batteries
Australia	446605 July 15, 1987	Solid Ionic Conductors
Canada	955743 October 8, 1991	Solid Ionic Conductors
France	71-25880 July 15, 1991	Solid Ionic Conductors
Hong Kong	74-00400 July 15, 1991	Solid Ionic Conductors
Japan	867315 July 16, 1991	Solid Ionic Conductors
Switzerland	544385-4 July 15, 1991	Solid Ionic Conductors
United Kingdom	1339481 July 15, 1991	Solid Ionic Conductors
Canada	961634 January 28, 1992	Solids Ionically Conductive at Elevated Temperatures
Canada	986988 April 6, 1993	Rechargeable Galvanic Cell & Electrolyte Therefor
Canada	988578 May 4, 1993	Rechargeable Galvanic Cell & Electrolyte Therefor
Canada	966549 April 22, 1992	Rechargeable Galvanic Cell & Electrolyte Therefor
Africa U	4065 January 11, 1992	Primary Dry Cell
Argentina	185693 September 20, 1986	Primary Dry Cell
Australia	454763 July 28, 1987	Primary Dry Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	122377 June 28, 1986	Primary Dry Cell
Morocco	15626 July 28, 1991	Primary Dry Cell
New Zealand	164420 July 28, 1987	Primary Dry Cell
Netherlands	169659 July 28, 1991	Primary Dry Cell
Phil R	10981 October 18, 1994	Primary Dry Cell
Sabah	75-00048 July 28, 1991	Primary Dry Cell
Sarawak	75-00797 July 28, 1991	Primary Dry Cell
Singapore	75-00038 July 28, 1991	Primary Dry Cell
So. Africa	71-05034 July 28, 1987	Primary Dry Cell
Turkey	16959 July 28, 1986	Primary Dry Cell
United Kingdom	1356422 July 28, 1991	Primary Dry Cell
Africa U	4120 June 27, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Argentina	193275 April 11, 1988	Separators for All-Zinc Chloride and Chloride-Sal Systems

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OWNED BY UNION CARBIDE CORPORATION (Cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	457373 June 30, 1988	Separators for All-Zinc Chloride and Chloride-Sal Systems
Belgium	785744 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Brazil	PI-7204287 June 30, 1987	Separators for All-Zinc Chloride and Chloride-Sal Systems
Costa Rica	(2436 June 28, 1972)	Separators for All-Zinc Chloride and Chloride-Sal Systems
Canada	982218 January 20, 1993	Separators for All-Zinc Chloride and Chloride-Sal Systems
Colombia	21070 November 29, 1993	Separators for All-Zinc Chloride and Chloride-Sal Systems
Denmark	136285 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
France	72-23694 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Greece	47395 June 30, 1987	Separators for All-Zinc Chloride and Chloride-Sal Systems
Guatemala	2723 February 17, 1990	Separators for All-Zinc Chloride and Chloride-Sal Systems
Hong Kong	76-00124 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
India	136166 June 30, 1986	Separators for All-Zinc Chloride and Chloride-Sal Systems
Indonesia	(72-03855 June 30, 1972)	Separators for All-Zinc Chloride and Chloride-Sal Systems
Iran	10380 July 1, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Japan	1023051 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	770624 July 28, 1991	Primary Dry Cell
Brazil	PI-7104772 December 31, 1986	Primary Dry Cell
Costa Rica	2170 June 10, 1992	Primary Dry Cell
Canada	962324 February 4, 1992	Primary Dry Cell
Canada	985361 March 9, 1993	Primary Dry Cell
Colombia	20336 January 25, 1994	Primary Dry Cell
France	71-27628 July 28, 1991	Primary Dry Cell
Greece	46832 July 23, 1986	Primary Dry Cell
Hong Kong	75-00172 July 28, 1991	Primary Dry Cell
Indonesia	(71-03517 July 28, 1971)	Primary Dry Cell
Japan	1082950 July 29, 1991	Primary Dry Cell
Kenya	P-2504 July 28, 1987	Primary Dry Cell
Kor Rep	6894 June 25, 1991	Primary Dry Cell
Malaya	75-00039 July 28, 1991	Primary Dry Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	909559 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Kenya	P-2596 July 2, 1987	Separators for All-Zinc Chloride and Chloride-Sal Systems
Korea Rep	6145 November 18, 1990	Separators for All-Zinc Chloride and Chloride-Sal Systems
Malaya	76-00080 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Mexico	132982 June 30, 1987	Separators for All-Zinc Chloride and Chloride-Sal Systems
Morocco	15961 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
New Zealand	167647 June 30, 1988	Separators for All-Zinc Chloride and Chloride-Sal Systems
Netherlands	172195 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Phil R	10627 July 21, 1994	Separators for All-Zinc Chloride and Chloride-Sal Systems
Sabah	76-00014 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Sarawak	76-00918 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Singapore	76-00069 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
South Africa	72-04506 June 30, 1988	Separators for All-Zinc Chloride and Chloride-Sal Systems
Sweden	7208660-6 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Sweden	7510459-6 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Switzerland	564852-0 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
Switzerland	569367-6 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems
United Kingdom	1387448 June 30, 1992	Separators for All-Zinc Chloride and Chloride-Sal Systems

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
W. Germany	2231810.1-9 June 29, 1990	Separators for All-Zinc Chloride and Chloride-Sal Systems
Canada	972419 August 5, 1992	Cathode Mix for Solid Electrolyte
Canada	970825 July 8, 1992	Compositions containing Lithium, Potassium, Sulfate and Nitrate and or Nitrite Ions
Canada	1016995 September 6, 1994	Rechargeable Electrochemical Cell having Complex Metal Fluoride Electrolyte
Canada	973928 September 2, 1992	Improved Electrolyte for Air- Depolarized Cells
Canada	993503 July 20, 1993	Non-Aqueous Battery System
Canada	973926 September 2, 1992	Thermal, Rechargeable Electro- Chemical Cell having Lithium Monoaluminide Electrode and Lithium Tetrachloroaluminite
Canada	972033 July 29, 1992	Galvanic Cell having Improved Construction
Australia	461448 August 21, 1988	Alkaline Battery Seal and and Protective Coating
Austria	320769 May 15, 1992	Alkaline Battery Seal and and Protective Coating
Belgium	787915 August 23, 1992	Alkaline Battery Seal and and Protective Coating
Canada	980854 December 30, 1992	Alkaline Battery Seal and and Protective Coating
Colombia	21222 August 12, 1995	Alkaline Battery Seal and and Protective Coating

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Denmark	134376 August 22, 1992	Alkaline Battery Seal and and Protective Coating
France	72-31090 September 1, 1992	Alkaline Battery Seal and and Protective Coating
Hong Kong	75-00262 August 22, 1992	Alkaline Battery Seal and and Protective Coating
India	136407 August 23, 1986	Alkaline Battery Seal and and Protective Coating
Korean Rep.	8407 May 3, 1992	Alkaline Battery Seal and and Protective Coating
New Zealand	168183 August 22, 1988	Alkaline Battery Seal and and Protective Coating
Norway	138708 August 22, 1992	Alkaline Battery Seal and and Protective Coating
Phil R	7942 January 29, 1991	Alkaline Battery Seal and and Protective Coating
Singapore	75-00163 August 22, 1992	Alkaline Battery Seal and and Protective Coating
United Kingdom	1362497 August 22, 1992	Alkaline Battery Seal and and Protective Coating
W. Germany	2243311.0-9 September 2, 1990	Alkaline Battery Seal and and Protective Coating
Canada	1077127 May 6, 1997	Bonded Component Assembly for Flat Cells and Method Therefor
Canada	998429 October 12, 1993	Coherent Manganese Dioxide Electrodes, Process for Their Production and Electro- chemical Cells Utilizing Them

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OWNED BY UNION CARBIDE CORPORATION (Contd')

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Africa U	4148 August 9, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Argentina	193886 May 31, 1988	Resealable Vent Closure for Sealed Galvanic Dry Cell
Australia	460950 August 8, 1988	Resealable Vent Closure for Sealed Galvanic Dry Cell
Austria	320768 May 15, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Belgium	787331 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Brazil	PI-7205330 August 8, 1987	Resealable Vent Closure for Sealed Galvanic Dry Cell
Costa Rica	(2611 August 17, 1972)	Resealable Vent Closure for Sealed Galvanic Dry Cell
Costa Rica	(2611 August 17, 1973)	Resealable Vent Closure for Sealed Galvanic Dry Cell
Canada	995302 August 17, 1993	Resealable Vent Closure for Sealed Galvanic Dry Cell
Colombia	(134660 August 8, 1972)	Resealable Vent Closure for Sealed Galvanic Dry Cell
Denmark	135072 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
France	72-28588 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Greece	48539 August 8, 1987	Resealable Vent Closure for Sealed Galvanic Dry Cell
Guatamala	2674 August 20, 1989	Resealable Vent Closure for Sealed Galvanic Dry Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Hong Kong	76-00164 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
India	135883 August 8, 1986	Resealable Vent Closure for Sealed Galvanic Dry Cell
Indonesia	(72-03895 August 8, 1972)	Resealable Vent Closure for Sealed Galvanic Dry Cell
Italy	961927 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Japan	880119 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Kenya	P-2602 August 8, 1988	Resealable Vent Closure for Sealed Galvanic Dry Cell
Korea Rep	6895 June 12, 1991	Resealable Vent Closure for Sealed Galvanic Dry Cell
Malaya	76-00055 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Mexico	126758 August 8, 1987	Resealable Vent Closure for Sealed Galvanic Dry Cell
New Zealand	168037 August 8, 1988	Resealable Vent Closure for Sealed Galvanic Dry Cell
Netherlands	173000 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Phil R	8798 January 23, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Sabah	76-00055 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Sarawak	76-00934 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	76-00071 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
South Africa	72-05442 August 8, 1988	Resealable Vent Closure for Sealed Galvanic Dry Cell
Sweden	7210300-5 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Switzerland	568660-0 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
Turkey	16917 August 8, 1987	Resealable Vent Closure for Sealed Galvanic Dry Cell
United Kingdom	1396901 August 8, 1992	Resealable Vent Closure for Sealed Galvanic Dry Cell
West Germany	2238406.1-9 August 4, 1990	Resealable Vent Closure for Sealed Galvanic Dry Cell
Canada	973694 September 2, 1992	Apparatus for Forming a Cyclinder
Canada	984450 February 24, 1993	Corrosion Inhibitor for Alkaline Aluminum Cells
Canada	986986 April 6, 1993	Alkaline Aluminum-Air/Zinc-Manganese Dioxide Hybrid Battery
Canada	1002112 December 21, 1993	Corrosion Inhibitor System for Alkaline Aluminum Cells.
Canada	985035 March 9, 1993	Ternary Solid Ionically Conductive Compositions and Method of Preparing the Same
Africa U	4308 December 26, 1992	Non-Aqueous Electrochemical Cell
Argentina	192848 March 14, 1988	Non-Aqueous Electrochemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	467969 December 22, 1988	Non-Aqueous Electrochemical Cell
Austria	321389 June 15, 1992	Non-Aqueous Electrochemical Cell
Belgium	793372 December 27, 1992	Non-Aqueous Electrochemical Cell
Brazil	PI-7209100 December 26, 1987	Non-Aqueous Electrochemical Cell
Costa Rica	(2613 August 17, 1972)	Non-Aqueous Electrochemical Cell
Canada	982216 January 20, 1993	Non-Aqueous Electrochemical Cell
Denmark	(72-06458 December 22, 1972)	Non-Aqueous Electrochemical Cell
Denmark	(72-06458 December 22, 1972)	Non-Aqueous Electrochemical Cell
Denmark	(83-05019 November 2, 1983)	Non-Aqueous Electrochemical Cell
Denmark	(83-05020 November 2, 1983)	Non-Aqueous Electrochemical Cell
France	72-46158 December 26, 1992	Non-Aqueous Electrochemical Cell
Ghana	76-01458 December 22, 1988	Non-Aqueous Electrochemical Cell
Greece	49572 December 22, 1987	Non-Aqueous Electrochemical Cell
India	136216 December 27, 1986	Non-Aqueous Electrochemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Indonesia	(73-04047 January 5, 1973)	Non-Aqueous Electrochemical Cell
Iran	10961 December 26, 1992	Non-Aqueous Electrochemical Cell
Italy	974314 December 27, 1992	Non-Aqueous Electrochemical Cell
Japan	880120 February 22, 1992	Non-Aqueous Electrochemical Cell
Kenya	P-2653 December 22, 1992	Non-Aqueous Electrochemical Cell
Malaya	76-00259 December 22, 1992	Non-Aqueous Electrochemical Cell
Mexico	136136 July 7, 1987	Non-Aqueous Electrochemical Cell
New Zealand	169407 December 21, 1988	Non-Aqueous Electrochemical Cell
Netherlands	(72-17557 December 22, 1972)	Non-Aqueous Electrochemical Cell
Netherlands	(72-17557 December 22, 1972)	Non-Aqueous Electrochemical Cell
Netherlands	(72-17557 December 22, 1972)	Non-Aqueous Electrochemical Cell
Netherlands	(72-17557 December 22, 1972)	Non-Aqueous Electrochemical Cell
Norway	142237 December 22, 1992	Non-Aqueous Electrochemical Cell
Pakistan	123894 December 26, 1988	Non-Aqueous Electrochemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Phil R	10524 May 26, 1994	Non-Aqueous Electrochemical Cell
Portugal	59084 August 21, 1989	Non-Aqueous Electrochemical Cell
Sabah	76-00073 December 22, 1992	Non-Aqueous Electrochemical Cell
Sarawak	76-00972 December 22, 1992	Non-Aqueous Electrochemical Cell
Singapore	76-00375 December 22, 1992	Non-Aqueous Electrochemical Cell
So. Africa	72-08971 December 19, 1988	Non-Aqueous Electrochemical Cell
Lanka	7540 December 22, 1987	Non-Aqueous Electrochemical Cell
Sweden	(72-17002 December 27, 1972)	Non-Aqueous Electrochemical Cell
Sweden	(72-17002 December 27, 1972)	Non-Aqueous Electrochemical Cell
Sweden	(72-17002 December 27, 1972)	Non-Aqueous Electrochemical Cell
Sweden	(72-17002 December 27, 1972)	Non-Aqueous Electrochemical Cell
Switzerland	565457-9 December 22, 1992	Non-Aqueous Electrochemical Cell
Taiwan	7155 December 26, 1987	Non-Aqueous Electrochemical Cell
United Kingdom	1409307 December 22, 1992	Non-Aqueous Electrochemical Cell
USSR	524541 December 27, 1987	Non-Aqueous Electrochemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
W. Germany	(P2262256.6 December 20, 1972)	Non-Aqueous Electrochemical Cell
W. Germany	(P2262256.6 December 20, 1972)	Non-Aqueous Electrochemical Cell
Africa U	4189 September 30, 1992	Reduced Mercury-Containing Zinc Alkaline Cells
Argentina	191842 November 30, 1987	Reduced Mercury-Containing Zinc Alkaline Cells
Australia	459895 September 28, 1988	Reduced Mercury-Containing Zinc Alkaline Cells
Belgium	789556 September 29, 1992	Reduced Mercury-Containing Zinc Alkaline Cells
Brazil	PI-7206767 September 29, 1987	Reduced Mercury-Containing Zinc Alkaline Cells
Costa Rica	(2614 August 17, 1972)	Reduced Mercury-Containing Zinc Alkaline Cells
Canada	983102 February 3, 1993	Reduced Mercury-Containing Alkaline Cells
Denmark	140537 September 28, 1992	Reduced Mercury-Containing Alkaline Cells
France	72-34577 September 29, 1992	Reduced Mercury-Containing Alkaline Cells
Greece	46781 September 29, 1987	Reduced Mercury-Containing Alkaline Cells
Guatemala	2761 June 6, 1990	Reduced Mercury-Containing Alkaline Cells
Hong Kong	75-00596 September 29, 1992	Reduced Mercury-Containing Alkaline Cells
India	136395 September 29, 1986	Reduced Mercury-Containing Alkaline Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Indonesia	(72-03955 September 29, 1972)	Reduced Mercury-Containing Zinc Alkaline Cells
Japan	879645 March 4, 1992	Reduced Mercury-Containing Zinc Alkaline Cells
Kenya	P-2583 September 29, 1988	Reduced Mercury-Containing Zinc Alkaline Cells
Malaya	75-00283 September 29, 1992	Reduced Mercury-Containing Zinc Alkaline Cells
Mexico	128987 September 28, 1987	Reduced Mercury-Coating Zinc Alkaline Cells
New Zealand	168542 September 29, 1988	Reduced Mercury-Coating Zinc Alkaline Cells
Phil R	9039 May 7, 1992	Reduced Mercury-Coating Zinc Alkaline Cells
Sabah	76-00004 September 29, 1992	Reduced Mercury-Coating Zinc Alkaline Cells
Sarawak	76-00899 September 29, 1988	Reduced Mercury-Coating Zinc Alkaline Cells
Singapore	75-00450 September 29, 1992	Reduced Mercury-Coating Zinc Alkaline Cells
So. Africa	72-06663 September 29, 1988	Reduced Mercury-Coating Zinc Alkaline Cells
Sweden	7212636-0 September 29, 1992	Reduced Mercury-Coating Zinc Alkaline Cells
United Kingdom	1378584 September 29, 1992	Reduced Mercury-Coating Zinc Alkaline Cells
W. Germany	2246753.4-9 September 23, 1990	Reduced Mercury-Coating Zinc Alkaline Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	993502 July 20, 1993	Battery Separators
Australia	494600 March 27, 1991	Flat Alkaline Cell Construction
Australia	508964 March 27, 1991	Flat Alkaline Cell Construction
Australia	502641 March 16, 1992	Flat Alkaline Cell Construction
Belgium	827340 March 28, 1995	Flat Alkaline Cell Construction
Belgium	839629 March 28, 1995	Flat Alkaline Cell Construction
Belgium	839628 March 28, 1995	Flat Alkaline Cell Construction
Canada	1042067 November 7, 1995	Flat Alkaline Cell Construction
Canada	1060540 August 14, 1996	Flat Alkaline Cell Construction
Canada	1067573 December 4, 1996	Flat Alkaline Cell Construction
France	75-09954 March 28, 1995	Flat Alkaline Cell Construction
France	76-07508 March 28, 1995	Flat Alkaline Cell Construction
France	76-07507 March 28, 1995	Flat Alkaline Cell Construction
Italy	1035129 March 28, 1995	Flat Alkaline Cell Construction
Italy	1058005 March 16, 1996	Flat Alkaline Cell Construction
Italy	1058006 March 16, 1996	Flat Alkaline Cell Construction

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	1555479 April 1, 1990	Flat Alkaline Cell Construction
Japan	1114514 March 16, 1996	Flat Alkaline Cell Construction
Japan	1100088 March 12, 1996	Flat Alkaline Cell Construction
Korea Rep	19428 December 27, 1990	Flat Alkaline Cell Construction
Korea Rep	19569 February 9, 1991	Flat Alkaline Cell Construction
Korea Rep	9498 December 29, 1992	Flat Alkaline Cell Construction
Mexico	137596 April 4, 1988	Flat Alkaline Cell Construction
Mexico	141942 July 17, 1990	Flat Alkaline Cell Construction
Mexico	142358 October 2, 1990	Flat Alkaline Cell Construction
Singapore	78-00545 March 27, 1995	Flat Alkaline Cell Construction
Singapore	78-00544 March 16, 1996	Flat Alkaline Cell Construction
Singapore	79-00685 March 16, 1996	Flat Alkaline Cell Construction
Switzerland	611743-0 March 16, 1996	Flat Alkaline Cell Construction
Switzerland	608914-8 March 16, 1996	Flat Alkaline Cell Construction
Taiwan	10152 March 16, 1991	Flat Alkaline Cell Construction

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Taiwan	9923 March 16, 1991	Flat Alkaline Cell Construction.
United Kingdom	1512211 March 27, 1995	Flat Alkaline Cell Construction
United Kingdom	1512212 March 16, 1996	Flat Alkaline Cell Construction
United Kingdom	1544711 March 16, 1996	Flat Alkaline Cell Construction
W. Germany	2514124.6-9 March 29, 1993	Flat Alkaline Cell Construction
W. Germany	2610413.2-9 March 12, 1994	Flat Alkaline Cell Construction
W. Germany	2610414.3-9 March 12, 1994	Flat Alkaline Cell Construction
Argentina	192839 March 14, 1988	Primary Dry Cell With Anode Cup Bottom Protection
Australia	470946 December 22, 1988	Primary Dry Cell With Anode Cup Bottom Protection
Belgium	793373 December 27, 1992	Primary Dry Cell With Anode Cup Bottom Protection
Brazil	PI-7209101 December 26, 1987	Primary Dry Cell With Anode Cup Bottom Protection
Canada	993948 July 27, 1993	Primary Dry Cell With Anode Cup Bottom Protection
France	72-46228 December 26, 1992	Primary Dry Cell With Anode Cup Bottom Protection
Greece	50183 December 22, 1987	Primary Dry Cell With Anode Cup Bottom Protection
India	137027 December 27, 1986	Primary Dry Cell With Anode

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Indonesia	(72-04037 December 26, 1972)	Primary Dry Cell With Anode Cup Bottom Protection
Iran	10945 December 26, 1992	Primary Dry Cell With Anode Cup Bottom Protection
Japan	885173 March 18, 1992	Primary Dry Cell With Anode Cup Bottom Protection
Korea Rep	6146 November 18, 1990	Primary Dry Cell With Anode Cup Bottom Protection
Mexico	127659 December 15, 1987	Primary Dry Cell With Anode Cup Bottom Protection
Morocco	16120 December 26, 1992	Primary Dry Cell With Anode Cup Bottom Protection
New Zealand	169406 December 21, 1988	Primary Dry Cell With Anode Cup Bottom Protection
Phil R	9892 June 8, 1993	Primary Dry Cell With Anode Cup Bottom Protection
South Africa	72-09088 December 27, 1988	Primary Dry Cell With Anode Cup Bottom Protection
Turkey	17251 December 26, 1987	Primary Dry Cell With Anode Cup Bottom Protection
United Kingdom	1344245 December 22, 1992	Primary Dry Cell With Anode Cup Bottom Protection
W. Germany	2262133.6-9 December 19, 1990	Primary Dry Cell With Anode Cup Bottom Protection
Canada	990345 June 1, 1993	Separator for Primary Galvanic Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	1015029 August 2, 1994	Dual Battery Charging Rate Device
Canada	1025045 January 24, 1995	Primary Dry Cell With Fail-Safe Vent
Canada	1015028 August 2, 1994	Charging Circuit For Battery Operated Devices Powered By Solar Cells
Canada	1015026 August 2, 1994	Gas Electrodes and a Process For Producing Them
Canada	1043869 December 5, 1995	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
Canada	1087685 October 14, 1997	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
Canada	1087684 October 14, 1997	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
France	75-22009 July 11, 1995	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
Japan	1082993 July 15, 1995	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
United Kingdom	1517744 July 14, 1995	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
W. Germany	2531274.7-9 July 12, 1993	A Thin Flat Cell Construction Having a Gas-Permeable Coated Perforated Anode
Canada	1043868 December 5, 1995	Conductive Coated Vented Cathode Collector for Thin Flat Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u> <small>BOOK 500 PAGE 283</small>
Canada	1047102 January 23, 1996	Conductive Coated Vented Cathode Collector for Thin Flat Cells
Canada	1047103 January 23, 1996	Conductive Coated Vented Cathode Collector for Thin Flat Cells
France	75-22008 July 11, 1995	Conductive Coated Vented Cathode Collector for Thin Flat Cells
Japan	1147230 July 15, 1995	Conductive Coated Vented Cathode Collector for Thin Flat Cells
United Kingdom	1517745 July 14, 1995	Conductive Coated Vented Cathode Collector for Thin Flat Cells
W. Germany	2531275.8-9 July 12, 1993	Conductive Coated Vented Cathode Collector for Thin Flat Cells
Australia	481345 February 20, 1991	Improved Alkaline Galvanic Cell
Australia	497295 February 20, 1991	Improved Alkaline Galvanic Cell
Belgium	826766 March 17, 1995	Improved Alkaline Galvanic Cell
Canada	1022610 December 13, 1994	Improved Alkaline Galvanic Cell
France	75-08243 March 17, 1995	Improved Alkaline Galvanic Cell
Italy	1032342 March 17, 1995	Improved Alkaline Galvanic Cell
Japan	1085650 March 17, 1995	Improved Alkaline Galvanic Cell
Korea Rep	18165 May 14, 1990	Improved Alkaline Galvanic Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	(157210 March 17, 1975)	Improved Alkaline Galvanic Cell
Poland	117116 March 17, 1990	Improved Alkaline Galvanic Cell
Poland	113278 March 17, 1990	Improved Alkaline Galvanic Cell
Singapore	78-00513 March 4, 1995	Improved Alkaline Galvanic Cell
Singapore	79-00220 March 4, 1995	Improved Alkaline Galvanic Cell
Taiwan	9140 March 17, 1990	Improved Alkaline Galvanic Cell
United Kingdom	1504183 March 4, 1995	Improved Alkaline Galvanic Cell
United Kingdom	1504184 March 4, 1995	Improved Alkaline Galvanic Cell
USSR	710533 March 17, 1990	Improved Alkaline Galvanic Cell
W. Germany	2510934.6-9 March 13, 1993	Improved Alkaline Galvanic Cell
Africa U	4782 September 21, 1994	Novel Separator for Zinc Chloride Cells
Argentina	200686 November 29, 1969	Novel Separator for Zinc Chloride Cells
Belgium	820176 September 20, 1994	Novel Separator for Zinc Chloride Cells
Brazil	PI-7407822 September 20, 1989	Novel Separator for Zinc Chloride Cells
Costa Rica	(2847 September 9, 1974)	Novel Separator for Zinc Chloride Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	1022611 December 13, 1994	Novel Separator for Zinc Chloride Cells
Colombia	19313 September 7, 1989	Novel Separator for Zinc Chloride Cells
France	74-31822 September 20, 1994	Novel Separator for Zinc Chloride Cells
Guatemala	2855 April 20, 1991	Novel Separator for Zinc Chloride Cells
India	141868 September 20, 1988	Novel Separator for Zinc Chloride Cells
Indonesia	(74-04911 September 20, 1974)	Novel Separator for Zinc Chloride Cells
Iran	12830 August 17, 1994	Novel Separator for Zinc Chloride Cells
Italy	1019350 September 20, 1994	Novel Separator for Zinc Chloride Cells
Japan	1066373 September 20, 1994	Novel Separator for Zinc Chloride Cells
Korea Rep	8163 March 9, 1992	Novel Separator for Zinc Chloride Cells
Malaya	78-00001 September 20, 1994	Novel Separator for Zinc Chloride Cells
Mexico	140370 October 2, 1989	Novel Separator for Zinc Chloride Cells
Peru	1226 November 16, 1988	Novel Separator for Zinc Chloride Cells
Phil R	10844 September 13, 1994	Novel Separator for Zinc Chloride Cells
Poland	100005 November 6, 1989	Novel Separator for Zinc Chloride Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Sabah	78-00072 September 20, 1994	Novel Separator for Zinc Chloride Cells
Sarawak	78-01186 September 20, 1990	Novel Separator for Zinc Chloride Cells
Singapore	77-00327 September 20, 1994	Novel Separator for Zinc Chloride Cells
So. Africa	74-05985 September 20, 1990	Novel Separator for Zinc Chloride Cells
United Kingdom	1463525 September 20, 1994	Novel Separator for Zinc Chloride Cells
USSR	550131 October 28, 1989	Novel Separator for Zinc Chloride Cells
Venezuela	33359 March 19, 1986	Novel Separator for Zinc Chloride Cells
W. Germany	2444514.5-9 September 18, 1992	Novel Separator for Zinc Chloride Cells
Zaire	74-01682 October 24, 1994	Novel Separator for Zinc Chloride Cells
Canada	1026425 February 14, 1995	Cyanide & Mercury Corrosion Inhibitors for Zinc Alkaline Galvanic Cells
Canada	1084890 September 2, 1997	Silver Catalyzed, Maganese Dioxide Hydrogen Gas Absorber
France	76-29294 September 29, 1996	Silver Catalyzed, Maganese Dioxide Hydrogen Gas Absorber
Japan	(76-117094 September 29, 1976)	Silver Catalyzed, Maganese Dioxide Hydrogen Gas Absorber
W. Germany	2641285.1-9 September 14, 1994	Silver Catalyzed, Maganese Dioxide Hydrogen Gas Absorber
W. Germany	2660179.6-9. September 14, 1994	Silver Catalyzed, Maganese Dioxide Hydrogen Gas Absorber

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	837142 December 29, 1995	Primary Electric Current - Producing Dry Cell Using A (CFX)N Cathode & an Aqueous Alkaline Electrolyte
Canada	1046135 January 9, 1996	Primary Electric Current - Producing Dry Cell Using A (CFX)N Cathode & an Aqueous Alkaline Electrolyte
France	75-39976 December 29, 1995	Primary Electric Current - Producing Dry Cell Using A (CFX)N Cathode & an Aqueous Alkaline Electrolyte
Japan	1081147 December 29, 1995	Primary Electric Current - Producing Dry Cell Using A (CFX)N Cathode & an Aqueous Alkaline Electrolyte
United Kingdom	1528780 December 24, 1995	Primary Electric Current - Producing Dry Cell Using A (CFX)N Cathode & an Aqueous Alkaline Electrolyte
W. Germany	2558550.6-9 December 24, 1993	Primary Electric Current - Producing Dry Cell Using A (CFX)N Cathode & an Aqueous Alkaline Electrolyte
Australia	492517 October 28, 1990	Galvanic Cell Structure
Belgium	821559 October 28, 1994	Galvanic Cell Structure
Canada	1016996 September 6, 1994	Galvanic Cell Structure
France	74-36038 October 28, 1994	Galvanic Cell Structure
Italy	1021964 October 28, 1994	Galvanic Cell Structure

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	979681 May 15, 1994	Galvanic Cell Structure
Mexico	138852 January 12, 1989	Galvanic Cell Structure
Singapore	78-00147 October 28, 1994	Galvanic Cell Structure
United Kingdom	1483925 October 28, 1994	Galvanic Cell Structure
W. Germany	2448370.3-9 October 10, 1992	Galvanic Cell Structure
Canada	1026426 February 14, 1995	Galvanic Cell Structures Employing Coiled Electrodes
France	74-34455 October 14, 1994	Galvanic Cell Structures Employing Coiled Electrodes
Japan	1373475 November 12, 1989	Galvanic Cell Structures Employing Coiled Electrodes
Singapore	76-00544 November 12, 1994	Galvanic Cell Structures Employing Coiled Electrodes
Spain	431852 April 28, 1996	Galvanic Cell Structures Employing Coiled Electrodes
Taiwan	8820 November 11, 1989	Galvanic Cell Structures Employing Coiled Electrodes
United Kingdom	1430907 November 12, 1994	Galvanic Cell Structures Employing Coiled Electrodes
W. Germany	2452948.4-9 November 8, 1992	Galvanic Cell Structures Employing Coiled Electrodes
Australia	480291 April 21, 1991	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Belgium	828184 April 21, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Canada	1031414 May 16, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	75-12344 April 21, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Italy	1035403 April 21, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Japan	1014037 January 18, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Mexico	140589 November 16, 1989	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Singapore	78-00403 April 21, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Taiwan	9880 April 21, 1990	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
United Kingdom	1498519 April 21, 1995	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
W. Germany	2516035.4-9 April 12, 1993	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Australia	495848 August 11, 1991	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Deriv- ative Thereof
Belgium	832318 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Canada	1042069 November 7, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
France	75-24967 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Italy	1041217 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Japan	986786 July 4, 1994	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Korea Rep	8164 March 9, 1992	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Mexico	140746 December 6, 1989	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Netherlands	(75-09551 August 11, 1975)	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Singapore	78-00578 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Sweden	7508994-6 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Switzerland	599686-7 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Taiwan	9715 August 11, 1990	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	1513419 August 11, 1995	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
W. Germany	2535473.8-9 August 8, 1993	Nonaqueous Cell Having an Electrolyte Containing Sulfolane or an Alkyl-Substituted Derivative Thereof
Australia	485298 March 27, 1991	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Australia	514218 March 27, 1991	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Belgium	827341 March 28, 1995	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Canada	1055884 June 5, 1996	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Canada	1063966 October 9, 1996	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
France	75-09822 March 28, 1995	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Italy	1035130 March 28, 1995	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Japan	1023314 September 2, 1993	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them
Korea Rep	8888 August 28, 1992	Heat-Treated, Corona-Treated Polymer Bodies and a Process For Producing Them

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	137509 March 16, 1988	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
Singapore	78-00543 March 27, 1995	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
Taiwan	9780 March 31, 1990	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
United Kingdom	1508651 March 27, 1995	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
United Kingdom	1508652 March 27, 1995	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
W. Germany	2513286.9-9 March 26, 1993	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
W. Germany	2560278.2-9 March 26, 1993	Heat-Treated, Corona-Treated Polymer Bodies and a Process for Producing Them
Belgium	829605 May 28, 1995	Non-Aqueous Electrochemical Cell
Canada	1039806 October 3, 1995	Non-Aqueous Electrochemical Cell
France	75-16653 May 28, 1995	Non-Aqueous Electrochemical Cell
Italy	1035873 May 28, 1995	Non-Aqueous Electrochemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	969423 January 9, 1994	Non-Aqueous Electrochemical Cell
United Kingdom	1510152 May 23, 1995	Non-Aqueous Electrochemical Cell
W. Germany	2521216.2-9 May 13, 1993	Non-Aqueous Electrochemical Cell
Australia	495391 May 29, 1991	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Belgium	830591 June 24, 1995	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Canada	1056449 June 12, 1996	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Canada	1058698 July 17, 1996	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
France	75-19722 June 24, 1995	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Italy	1040704 June 24, 1995	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Korea Rep	18711 August 25, 1990	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Mexico	137511 March 17, 1988	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Poland	109339 June 23, 1990	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	78-00598 June 25, 1995	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Switzerland	597695-9 June 24, 1995	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Taiwan	9876 June 24, 1990	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
United Kingdom	1515172 June 25, 1995	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
W. Germany	2527768.3-9 June 21, 1993	Divalent Silver Oxide Zinc Cell Having a Unipotential Discharge Level
Australia	508984 March 27, 1991	Flat Alkaline Cell Construction & Method for Assembling the Same
Belgium	839630 March 28, 1995	Flat Alkaline Cell Construction & Method for Assembling the Same
Canada	1039805 October 3, 1995	Flat Alkaline Cell Construction & Method for Assembling the Same
Canada	1052859 April 17, 1996	Flat Alkaline Cell Construction & Method for Assembling the Same
France	76-07509 March 28, 1995	Flat Alkaline Cell Construction & Method for Assembling the Same
Italy	1058007 March 16, 1996	Flat Alkaline Cell Construction & Method for Assembling the Same
Japan	1092119 March 16, 1995	Flat Alkaline Cell Construction & Method for Assembling the Same
Korea Rep	19568 February 9, 1991	Flat Alkaline Cell Construction & Method for Assembling the Same

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	143169 March 30, 1991	Flat Alkaline Cell Construction & Method for Assembling the Same
Singapore	79-00453 March 16, 1996	Flat Alkaline Cell Construction & Method for Assembling the Same
Switzerland	612040-4 March 16, 1996	Flat Alkaline Cell Construction & Method for Assembling the Same
Taiwan	9426 March 31, 1987	Flat Alkaline Cell Construction & Method for Assembling the Same
Taiwan	13915 March 16, 1988	Flat Alkaline Cell Construction & Method for Assembling the Same
United Kingdom	1534799 March 27, 1995	Flat Alkaline Cell Construction & Method for Assembling the Same
W. Germany	2610994.4-9 March 29, 1993	Flat Alkaline Cell Construction & Method for Assembling the Same
Canada	1047599 January 30, 1996	Primary Dry Cell With Gas-Vent- ing Passageway Through the Cathode Mix
Australia	502976 November 21, 1991	Battery Dispenser
Austria	341023 May 15, 1995	Battery Dispenser
Belgium	834503 October 14, 1995	Battery Dispenser
Canada	1032511 June 6, 1995	Battery Dispenser
Denmark	137427 October 14, 1995	Battery Dispenser
France	75-31402 October 14, 1995	Battery Dispenser
Greece	57474 October 14, 1990	Battery Dispenser

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Hong Kong	79-00132 October 14, 1995	Battery Dispenser
Italy	1047799 October 14, 1995	Battery Dispenser
Japan	1087522 October 14, 1995	Battery Dispenser
Luxemb.	73585 October 4, 1995	Battery Dispenser
Mexico	141133 February 6, 1990	Battery Dispenser
Netherlands	(75-12072 October 14, 1975)	Battery Dispenser
Norway	146857 October 14, 1995	Battery Dispenser
Sweden	7511481-1 October 14, 1995	Battery Dispenser
Switzerland	605330-0 October 14, 1995	Battery Dispenser
United Kingdom	1520469 October 14, 1995	Battery Dispenser
W. Germany	2545049.1-9 October 8, 1993	Battery Dispenser
Australia	491041 December 22, 1991	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Belgium	836959 December 22, 1995	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Canada	1043866 December 5, 1995	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	75-39311 December 22, 1995	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Italy	1052612 December 22, 1995	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Japan	1006026 December 10, 1994	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Korea Rep	8165 March 9, 1992	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Mexico	143130 March 20, 1991	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Singapore	79-00339 December 27, 1995	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Taiwan	9720 December 22, 1990	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
United Kingdom	1529371 December 22, 1995	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
W. Germany	2557600.5-9 December 20, 1993	Nonaqueous Cell Having an Electrolyte Containing Crotonitrile
Australia	496427 May 29, 1991	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Belgium	830592 June 24, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	1029086 April 4, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
France	75-19723 June 24, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Italy	1040705 June 24, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Japan	(75-077082 June 24, 1975)	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Korea Rep	18164 May 14, 1990	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Mexico	139489 May 24, 1989	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Poland	109307 June 23, 1990	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Singapore	78-00597 June 24, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Switzerland	594991-9 June 24, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Taiwan	9472 June 24, 1990	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
United Kingdom	1515171 June 24, 1995	Divalent Silver Oxide Cell Having a Unipotential Discharge Level

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
W. Germany	2527783.2-9 June 21, 1993	Divalent Silver Oxide Cell Having a Unipotential Discharge Level
Africa U	5420 August 19, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Argentina	207196 September 15, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Australia	497684 June 29, 1992	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Austria	352811 March 15, 1997	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Belgium	843574 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Brazil	PI-7604228 June 29, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Costa Rica	(3267 September 9, 1977)	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Canada	1067957 December 11, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Colombia	20696 August 13, 1994	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
France	76-19808 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Ghana	79-01628 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Greece	60563 June 29, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
India	144409 June 29, 1990	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Indonesia	(76-05778 June 29, 1976)	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Iran	16934 June 21, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Italy	1062022 June 30, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Japan	1147236 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Kenya	P-2986 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Malaya	80-00107 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Mexico	143171 March 30, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
New Zealand	181324 June 29, 1992	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Norway	146453 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Pakistan	125993 June 29, 1992	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Phil R	16227 August 9, 2000	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Portugal	65279 December 10, 1992	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Sabah	80-00014 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Sawawak	C.1373 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Singapore	79-00548 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
So. Africa	76-03058 May 24, 1992	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Spain	449310 May 6, 1997	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Sri Lanka	7895 June 29, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Sweden	7607412-9 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Switzerland	612297-8 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Taiwan	9714 June 29, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems

FOREIGN PATENTS AND APPLICATIONSOWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	1544090 June 29, 1996	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
USSR	934919 June 29, 1991	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Venezuela	36488 May 17, 1988	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
W. Germany	2629028.8-9 June 29, 1994	A Solid Cathode Collector Bobbin for use in Liquid Cathode Cell Systems
Australia	505800 March 30, 1992	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
France	76-09186 March 30, 1996	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
Israel	49345 April 5, 1996	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
Japan	1147234 March 29, 1996	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
Spain	(547218 September 23, 1985)	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
Switzerland	609491-0 March 30, 1996	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
United Kingdom	1542690 March 30, 1996	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
W. Germany	2611901.7-9 March 20, 1994	Nonaqueous Cell Employing a Coiled Anode Assembly and a Liquid Oxyhalide Cathode
Canada	1034193 July 4, 1995	Cathode-Depolarizer Mix Containing a Polyacrylamide Binder
W. Germany	2542923.6-9 September 26, 1993	Cathode-Depolarizer Mix Containing a Polyacrylamide Binder

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Africa U	5282 March 24, 1996	Closure for Galvanic Dry Cells
Argentina	207185 September 15, 1991	Closure for Galvanic Dry Cells
Belgium	840115 March 26, 1996	Closure for Galvanic Dry Cells
Brazil	PI-7601831 March 26, 1991	Closure for Galvanic Dry Cells
Costa Rica	(3064 March 23, 1976)	Closure for Galvanic Dry Cells
Canada	1047598 January 30, 1996	Closure for Galvanic Dry Cells
Canada	1055567 May 29, 1996	Closure for Galvanic Dry Cells
Ecuador	(76-00049 April 5, 1976)	Closure for Galvanic Dry Cells
France	76-08923 March 26, 1996	Closure for Galvanic Dry Cells
Guatemala	3173 December 5, 1993	Closure for Galvanic Dry Cells
India	145081 March 27, 1990	Closure for Galvanic Dry Cells
Indonesia	(76-05665 March 27, 1976)	Closure for Galvanic Dry Cells
Italy	1057362 March 26, 1996	Closure for Galvanic Dry Cells
Japan	1541741 March 26, 1991	Closure for Galvanic Dry Cells
Korea Rep	18496 July 5, 1990	Closure for Galvanic Dry Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Malaya	80-00147 March 26, 1996	Closure for Galvanic Dry Cells
Mexico	142024 July 29, 1990	Closure for Galvanic Dry Cells
Nigeria	(77-00018 January 14, 1977)	Closure for Galvanic Dry Cells
Peru	0922 July 13, 1988	Closure for Galvanic Dry Cells
Phil R	11541 March 10, 1995	Closure for Galvanic Dry Cells
Poland	111413 March 26, 1991	Closure for Galvanic Dry Cells
Sabah	80-00003 March 26, 1996	Closure for Galvanic Dry Cells
Sarawak	C.1395 March 26, 1996	Closure for Galvanic Dry Cells
Singapore	79-00676 March 26, 1996	Closure for Galvanic Dry Cells
So. Africa	76-00942 February 17, 1992	Closure for Galvanic Dry Cells
United Kingdom	1545064 March 26, 1996	Closure for Galvanic Dry Cells
Venezuela	36332 March 20, 1988	Closure for Galvanic Dry Cells
W. Germany	2611226.5-9 March 17, 1994	Closure for Galvanic Dry Cells
Zaire	76-01960 May 29, 1996	Closure for Galvanic Dry Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	1072176 February 19, 1997	Cathode Contact Member for Alkaline Round Cells
Africa U	5421 August 19, 1996	Nonaqueous Electrochemical Cell
Argentina	215433 March 14, 1988	Nonaqueous Electrochemical Cell
Australia	500852 March 24, 1992	Nonaqueous Electrochemical Cell
Australia	351625 January 15, 1997	Nonaqueous Electrochemical Cell
Belgium	839922 March 23, 1996	Nonaqueous Electrochemical Cell
Brazil	PI-7601741 March 23, 1991	Nonaqueous Electrochemical Cell
Costa Rica	(3065 March 23, 1976)	Nonaqueous Electrochemical Cell
Canada	1079353 June 10, 1997	Nonaqueous Electrochemical Cell
Denmark	140708 March 23, 1996	Nonaqueous Electrochemical Cell
France	76-08397 March 23, 1996	Nonaqueous Electrochemical Cell
Ghana	79-01623 March 23, 1996	Nonaqueous Electrochemical Cell
Greece	59270 March 23, 1991	Nonaqueous Electrochemical Cell
India	144881 March 23, 1990	Nonaqueous Electrochemical Cell
Indonesia	(76-05661 March 23, 1976)	Nonaqueous Electrochemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Iran	16007 February 19, 1996	Nonaqueous Electrochemical Cell
Israel	49346 April 5, 1996	Nonaqueous Electrochemical Cell
Italy	1057414 March 23, 1996	Nonaqueous Electrochemical Cell
Japan	1147233 March 22, 1996	Nonaqueous Electrochemical Cell
Kenya	P-2980 March 23, 1996	Nonaqueous Electrochemical Cell
Malaya	80-00083 March 23, 1996	Nonaqueous Electrochemical Cell
Mexico	141897 July 7, 1990	Nonaqueous Electrochemical Cell
N. Zealand	180389 March 23, 1992	Nonaqueous Electrochemical Cell
Netherlands	176507 March 23, 1996	Nonaqueous Electrochemical Cell
Norway	145705 March 23, 1996	Nonaqueous Electrochemical Cell
Pakistan	125911 March 22, 1992	Nonaqueous Electrochemical Cell
Phil R	13137 December 12, 1996	Nonaqueous Electrochemical Cell
Portugal	64888 August 18, 1992	Nonaqueous Electrochemical Cell
Sabah	79-00088 March 23, 1996	Nonaqueous Electrochemical Cell
Sarawak	80-01365 March 23, 1996	Nonaqueous Electrochemical Cell

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	79-00457 March 23, 1996	Nonaqueous Electrochemical Cells
So. Africa	76-00770 February 10, 1992	Nonaqueous Electrochemical Cells
Spain	446288 March 8, 1997	Nonaqueous Electrochemical Cells
Sri Lanka	7893 March 23, 1991	Nonaqueous Electrochemical Cells
Sweden	7603555-9 March 23, 1996	Nonaqueous Electrochemical Cells
Switzerland	610147 March 23, 1996	Nonaqueous Electrochemical Cells
Taiwan	9833 March 23, 1991	Nonaqueous Electrochemical Cells
United Kingdom	1533279 March 23, 1996	Nonaqueous Electrochemical Cells
USSR	573133 March 23, 1991	Nonaqueous Electrochemical Cells
Venezuela	36324 March 17, 1988	Nonaqueous Electrochemical Cells
W. Germany	2608547.2-9 March 2, 1994	Nonaqueous Electrochemical Cells
Canada	1047101 January 23, 1996	Primary Dry Cell With Gas Venting Passageway Around the Cathode Mix
Canada	1064105 October 9, 1996	Primary Dry Cell with Masked Separator
Canada	1047100 January 23, 1996	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Ireland	44227 April 21, 1992	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Korea Rep	12911 February 20, 1991	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Taiwan	9709 February 24, 1991	Nonaqueous Cell Utilizing a 3ME20X-Based Electrolyte
Canada	1077129 May 6, 1997	A Primary Dry Cell Having a Novel Venting Closure
France	77-03824 February 10, 1997	A Primary Dry Cell Having a Novel Venting Closure
Japan	1208998 February 10, 1997	A Primary Dry Cell Having a Novel Venting Closure
W. Germany	2703774.7-9 January 29, 1995	A Primary Dry Cell Having a Novel Venting Closure
Canada	1076644 April 29, 1997	Safety Switch for Sealed Galvanic Cells
Africa U	5612 March 23, 1997	Galvanic Cell Having a Resealable Vent Closure
Argentina	212357 June 30, 1993	Galvanic Cell Having a Resealable Vent Closure
Belgium	852949 March 28, 1997	Galvanic Cell Having a Resealable Vent Closure
Brazil	PI-7701893 March 28, 1992	Galvanic Cell Having a Resealable Vent Closure
Costa Rica	2218 April 26, 1994	Galvanic Cell Having a Resealable Vent Closure
Costa Rica	(3321 March 17, 1978)	Galvanic Cell Having a Resealable Vent Closure
Canada	1077130 May 6, 1997	Galvanic Cell Having a Resealable Vent Closure
Colombia	21063 November 29, 1993	Galvanic Cell Having a Resealable Vent Closure
Ecuador	80-010 January 28, 1990	Galvanic Cell Having a Resealable Vent Closure

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	77-09209 March 28, 1997	Galvanic Cell Having a Resealable Vent Closure
Guatemala	3414 February 19, 1996	Galvanic Cell Having a Resealable Vent Closure
India	148473 March 28, 1991	Galvanic Cell Having a Resealable Vent Closure
Indonesia	(77-06128 March 28, 1977)	Galvanic Cell Having a Resealable Vent Closure
Italy	1083742 March 28, 1997	Galvanic Cell Having a Resealable Vent Closure
Japan	(82-096776 June 29, 1982)	Galvanic Cell Having a Resealable Vent Closure
Korea Rep	19566 February 9, 1991	Galvanic Cell Having a Resealable Vent Closure
Mexico	144928 December 4, 1991	Galvanic Cell Having a Resealable Vent Closure
Peru	0820 June 13, 1988	Galvanic Cell Having a Resealable Vent Closure
Phil R	17393 August 8, 2001	Galvanic Cell Having a Resealable Vent Closure
Phil R	(27555 July 12, 1982)	Galvanic Cell Having a Resealable Vent Closure
So. Africa	77-00902 February 15, 1993	Galvanic Cell Having A Resealable Vent Closure
United Kingdom	1513119 March 28, 1997	Galvanic Cell Having a Resealable Vent Closure
Venezuela	37432 September 19, 1988	Galvanic Cell Having a Resealable Vent Closure
W. Germany	2712915.3-9 March 24, 1995	Galvanic Cell Having a Resealable Vent Closure
Zaire	77-02188 May 5, 1997	Galvanic Cell Having a Resealable Vent Closure

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	510117 December 23, 1993	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Austria	361058 July 15, 1998	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Belgium	862350 December 27, 1997	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Canada	1089533 November 11, 1997	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
France	77-38963 December 23, 1997	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Japan	(77-157176 December 26, 1977)	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Netherlands	(77-14366 December 23, 1977)	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Switzerland	620051-5 December 23, 1997	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
United Kingdom	1592269 December 23, 1997	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
W. Germany	2756926.2-9 December 21, 1995	Non-Aqueous Cell Having as Cathode a Mixture of Lead Dioxide and Lead Monoxide and/or Lead Particles
Australia	506909 February 24, 1992	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Belgium	838901 February 24, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Canada	1047099 January 23, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Denmark	(76-01813 April 22, 1976)	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
France	76-05062 February 24, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Ireland	(76-01433 June 30, 1976)	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Italy	1053397 February 24, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Japan	1092118 February 24, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Korea Rep	10063 April 22, 1993	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Luxemb	74813 April 21, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Mexico	142909 January 16, 1991	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Netherlands	173899 April 21, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Singapore	79-00480 February 24, 1996	Nonaqueous Cell Utilizing a 3 ME 20X-Based Electrolyte

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Switzerland	604380-0 February 24, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Taiwan	9710 February 24, 1991	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
United Kingdom	1537323 February 24, 1996	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
W. Germany	2606915.8-9 February 20, 1994	Nonaqueous Cell Utilizing a 3ME 20X-Based Electrolyte
Australia	502906 August 26, 1992	Metal Oxide Cells Having Low Internal Impedance
Belgium	846680 September 28, 1996	Metal Oxide Cells Having Low Internal Impedance
Canada	1077131 May 6, 1997	Metal Oxide Cells Having Low Internal Impedance
France	76-29129 September 28, 1996	Metal Oxide Cells Having Low Internal Impedance
Italy	1066316 September 28, 1996	Metal Oxide Cells Having Low Internal Impedance
Japan	(83-104510 July 5, 1983)	Metal Oxide Cells Having Low Internal Impedance
Korea Rep	18415 June 28, 1990	Metal Oxide Cells Having Low Internal Impedance
Mexico	143172 March 30, 1991	Metal Oxide Cells Having Low Internal Impedance
Poland	110005 September 27, 1991	Metal Oxide Cells Having Low Internal Impedance
Singapore	80-00242 September 28, 1996	Metal Oxide Cells Having Low Internal Impedance
Switzerland	610145-8 September 28, 1996	Metal Oxide Cells Having Low Internal Impedance

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	1559282 September 28, 1996	Metal Oxide Cells Having Low Internal Impedance
USSR	694107 September 28, 1991	Metal Oxide Cells Having Low Internal Impedance
W. Germany	2643248.4-9 September 25, 1994	Metal Oxide Cells Having Low Internal Impedance
Africa U	5570 February 10, 1997	Discrete Anode Bodies for Use In Various Cylindrical Cell Systems
Argentina	214062 April 30, 1994	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Argentina	218280 May 30, 1990	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Australia	506328 February 17, 1993	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Brazil	PI-7700982 February 17, 1992	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Costa Rica	(3990 January 15, 1985)	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Canada	1084990 September 2, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Canada	1095120 February 3, 1998	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Colombia	20704 August 2, 1994	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Ecuador	80-011 January 28, 1990	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
France	77-04562 February 17, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Ghana	80-01644 February 17, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Greece	70651 February 17, 1992	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
India	147274 February 17, 1991	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Indonesia	(77-06079 February 25, 1977)	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Iran	17936 January 24, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Japan	(84-051872 April 9, 1984)	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Kenya	P-3051 February 17, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Mexico	142870 January 12, 1991	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
N. Zealand	183365 February 17, 1993	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Phil R	13264 February 25, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Singapore	80-00210 February 17, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
So. Africa	77-00282 January 18, 1993	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Switzerland	615298-3 February 17, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Taiwan	12164 February 16, 1989	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
United Kingdom	1502251 February 17, 1997	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
USSR	1122241 February 17, 1992	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Venezuela	37354 September 13, 1988	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
W. Germany	2706461.5-9 February 16, 1995	Discrete Anode Bodies For Use In Various Cylindrical Cell Systems
Canada	1099334 April 14, 1998	Rechargeable Alkaline MNO ₂ Zinc Cell
Canada	1070382 January 22, 1997	Battery Products
Canada	1069078 January 1, 1997	A Process for Producing Electrolytic MNO ₂ From Molten Manganese Nitratehexahydrate

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	498266 February 17, 1993	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Brazil	PI-7700981 February 17, 1992	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Canada	1079354 June 10, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Ecuador	80-012 January 28, 1990	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
France	77-04563 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Hong Kong	80-00457 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
India	147275 February 17, 1991	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Israel	51488 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Italy	1082693 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Japan	(82-028403 February 27, 1982)	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Korea Rep	19567 February 9, 1991	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	142869 January 12, 1991	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Singapore	80-00318 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Switzerland	615048 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Taiwan	12873 February 16, 1995	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
United Kingdom	1503481 February 17, 1997	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
W. Germany	2706489.7-9 February 16, 1995	Cathode or Cathode Collector Arcuate Bodies For Use In Various Cell Systems
Canada	1071704 February 12, 1997	Pressure Relief Flapper Vent Valve for Galvanic Cells
Canada	1077128 May 6, 1997	Safety Switch For Small Diameter Galvanic Cells
Australia	528526 March 27, 1995	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Austria	369928 June 15, 2000	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Belgium	875128 March 27, 1999	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Canada	1111494 October 27, 1998	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	79-07682 March 27, 1999	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Hong Kong	October 3, 1978	Molded Metal Oxide Electrodes Containing Ethylene Acrylic Acid
Italy	(21349-A/79 March 27, 1979)	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Japan	(79-036181 March 27, 1979)	Molded Metal Oxide Electrodes Containing Ethylene Acrylic Acid
Mexico	151479 December 3, 1994	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Netherlands	(79-02382 March 27, 1979)	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Singapore	82-00620 March 27, 1999	Molded Metal Oxide Electrodes Containing Ethylene Acrylic Acid
Sweden	(79-02720-7 March 27, 1979)	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
Switzerland	629625-7 March 27, 1999	Molded Metal Oxide Electrodes Containing Ethylene Acrylic Acid
United Kingdom	2020477 March 27, 1999	Molded Metal Oxide Electrodes Containing an Ethylene Acrylic Acid
W. Germany	2911013.2-9 March 21, 1999	Molded Metal Oxide Electrodes Containing Ethylene Acrylic Acid

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Argentina	224134 October 30, 1996	Nonaqueous Battery Construction
Australia	524999 September 20, 1995	Nonaqueous Battery Construction
Belgium	879050 September 27, 1999	Nonaqueous Battery Construction
Brazil	PI-7906222 September 28, 1994	Nonaqueous Battery Construction
Canada	1134904 November 2, 1999	Nonaqueous Battery Construction
France	79-26031 October 19, 1999	Nonaqueous Battery Construction
Hong Kong	84-00182 September 28, 1999	Nonaqueous Battery Construction
India	153224 September 18, 1993	Nonaqueous Battery Construction
Japan	(79-126719 October 1, 1979)	Nonaqueous Battery Construction
Mexico	152393 July 10, 1995	Nonaqueous Battery Construction
Singapore	83-00662 September 28, 1999	Nonaqueous Battery Construction
United Kingdom	2038534 September 28, 1999	Nonaqueous Battery Construction
W. Germany	2939667.6-9 September 29, 1999	Nonaqueous Battery Construction

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	510791 December 23, 1993	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
Austria	361059 July 15, 1998	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
Belgium	862352 December 27, 1997	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
Canada	1089534 November 11, 1997	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
France	77-38965 December 23, 1997	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
Netherlands	(77-14360 December 23, 1977)	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
Switzerland	621436-8 December 23, 1997	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
United Kingdom	1592289 December 23, 1997	Non-aqueous Cell Having a Cathode of Lead Monoxide-Coated Lead Dioxide Particles.
West Germany	2757028.1-9 December 21, 1995	Non-aqueous Cell Having a Cathode of Lead Monoxide Coated Lead Dioxide Particles.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	510792 December 23, 1993	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
Austria	361060 July 15, 1998	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
Belgium	862353 December 27, 1997	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
Canada	1088152 October 21, 1997	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
France	77-38960 December 23, 1997	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
Switzerland	620052-7 December 23, 1997	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
United Kingdom	1553044 December 23, 1997	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
West Germany	2756927.3-9 December 21, 1995	Non-aqueous Lead Dioxide Cell Having a Unipotential Discharge Voltage.
Canada	1101053 May 12, 1998	Rechargeable Galyanic Cell.
France	78-25138 August 31, 1998	Rechargeable Galyanic Cell.
Japan	(78-106982 August 31, 1978)	Rechargeable Galyanic Cell.
Singapore	83-00112 August 31, 1998	Rechargeable Galyanic Cell.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	2003652 August 31, 1998	Rechargeable Galvanic Cell.
West Germany	2837729.9-9 August 31, 1998	Rechargeable Galvanic Cell.
Australia	73981 February 9, 1993	Multi-Cell Battery Charger
Canada	44310 October 10, 1988	Multi-Cell Battery Charger
West Germany	MR-13544 December 11, 1992	Multi-Cell Battery Charger
Africa U	(56451 March 30, 1978)	Galvanic Cell Having a High Pressure Vent Closure.
Argentina	222636 June 15, 1996	Galvanic Cell Having a High Pressure Vent Closure.
Australia	522130 March 29, 1994	Galvanic Cell Having a High Pressure Vent Closure.
Brazil	PI-7801896 March 29, 1993	Galvanic Cell Having a High Pressure Vent Closure.
Costa Rica	(3450 January 30, 1979)	Galvanic Cell Having a High Pressure Vent Closure.
Canada	1090875 December 2, 1997	Galvanic Cell Having a High Pressure Vent Closure.
Canada	1091764 December 16, 1997	Galvanic Cell Having a High Pressure Vent Closure.
Ecuador	80-001 January 14, 1990	Galvanic Cell Having a High Pressure Vent Closure.
France	78-09045 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure.
Ghana	82-01674 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure.

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Greece	(55827 March 29, 1978)	Galvanic Cell Having a High Pressure Vent Closure.
Hong Kong	82-00072 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure
Indonesia	(78-06536 March 29, 1978)	Galvanic Cell Having a High Pressure Vent Closure
Iran	19546 March 27, 1998	Galvanic Cell Having a High Pressure Vent Closure
Japan	(83-104511 July 5, 1983)	Galvanic Cell Having a High Pressure Vent Closure
Kenya	P-3190 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure
B. Korea Rep	22599 April 29, 1990	Galvanic Cell Having a High Pressure Vent Closure
Malaya	83-00250 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure
Mexico	145296 January 22, 1992	Galvanic Cell Having a High Pressure Vent Closure
Nigeria	(78-00137 March 29, 1978)	Galvanic Cell Having a High Pressure Vent Closure
Phil R	(20950 March 29, 1978)	Galvanic Cell Having a High Pressure Vent Closure
Singapore	82-00055 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure
United Kingdom	1598881 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure
Venezuela	39281 June 18, 1991	Galvanic Cell Having a High Pressure Vent Closure
W. Germany	2813465.8-9 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure
W. Germany -	2857499.4-9 March 29, 1998	Galvanic Cell Having a High Pressure Vent Closure

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Brazil	PI-7906195 September 27, 1994	MN02 Derived from LIMN204
Canada	1134595 November 2, 1999	MN02 Derived from LIMN204
France	0009934(FR) September 28, 1999	MN02 Derived from LIMN204
Japan	1203438 July 26, 1998	MN02 Derived from LIMN204
United Kingdom	0009934(UK) September 28, 1999	MN02 Derived from LIMN204
W. Germany	2963980.3-9 September 28, 1999	MN02 Derived from LIMN204
Australia	525173 March 29, 1995	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
Belgium	875188 March 29, 1999	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
Canada	1128120 July 20, 1999	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
France	79-07904 March 29, 1999	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
Hong Kong	83-00595 March 29, 1999	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
Japan	(79-037659 March 29, 1979)	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
Netherlands	(79-02461 March 29, 1979)	Zinc Oxide Additive For Divalent Silver Oxide Electrodes

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Switzerland	633912-8 March 29, 1999	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
United Kingdom	2020885 March 29, 1999	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
W. Germany	2912240.5-9	Zinc Oxide Additive For Divalent Silver Oxide Electrodes
Australia	531064 March 29, 1995	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Belgium	875189 March 29, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Canada	1128121 July 20, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Canada	1142220 March 1, 2000	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Canada	1142221 March 1, 2000	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
France	79-07905 March 29, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Hong Kong	85-003// March 29, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Switzerland	633913-0 March 29, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	2019078 March 29, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
W. Germany	2912496.7-9 March 29, 1999	Cadmium Compound Additive For Cells Using Divalent Silver Oxide Electrodes
Australia	519767 June 29, 1994	Galvanic Cell Having a Primary Radial Seal and a Secondary Resealable Vent Closure
Canada	1104639 July 7, 1998	Galvanic Cell Having a Primary Radial Seal and a Secondary Resealable Vent Closure

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	518958 July 31, 1994	Air Depolarized Cell.
Belgium	869413 July 31, 1998	Air Depolarized Cell.
Canada	1106441 August 4, 1998	Air Depolarized Cell.
France	78-22597 July 31, 1998	Air Depolarized Cell.
Japan	1248447 July 31, 1998	Air Depolarized Cell.
Singapore	(No number November 17, 1977)	Air Depolarized Cell.
Sweden	(78-08274-0 July 31, 1978)	Air Depolarized Cell.
Switzerland	625083-0 July 31, 1998	Air Depolarized Cell.
U. King.	2002166 July 31, 1998	Air Depolarized Cell.
West Germany	(P2832513.5 July 25, 1978)	Air Depolarized Cell.
West Germany	(P2832513.5)	Air Depolarized Cell.
Argentina	218699 June 30, 1995	Metallic Reducing Additives for Solid Cathodes for Use in Nonaqueous Cells.
Australia	523485 November 13, 1994	Metallic Reducing Additives for Solid Cathodes for Use in Nonaqueous Cells.
Belgium	871967 November 13, 1998	Metallic Reducing Additives for Solid Cathodes for Use in Nonaqueous Cells.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Brazil	PI-7807429 November 13, 1993	Metallic Reducing Additives for Solid Cathodes for Use in Nonaqueous Cells.
Canada	1122648 April 27, 1999	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
France	78-31982 November 13, 1998	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
Japan	(78-139769 November 13, 1978)	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
Mexico	149824 December 28, 1993	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
New Zealand	188903 November 13, 1994	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
Singapore	82-00636 November 13, 1998	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
Switzerland	626470-0 November 13, 1998	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
U. King.	2007903 November 13, 1998	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
West Germany	2848962.5-9 November 11, 1998	Metallic Reducing Additives for Solid Cathodes for use in Nonaqueous Cells.
Malawi	78-00030 October 27, 1994	Transfer Anode Filling of Miniature Cells.

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	521945 May 18, 1995	Battery Operated Device Having a Waterproof Housing and Gas Discharge Vent.
Brazil	PI-7903079 May 18, 1994	Battery Operated Device Having a Waterproof Housing and Gas Discharge Vent.
Hong Kong	83-00499 May 18, 1999	Battery Operated Device Having A Waterproof Housing and Gas Discharge Vent.
Mexico	148132 March 16, 1993	Battery Operated Device Having a Waterproof Housing and Gas Discharge Vent.
Phil R	16479 October 25, 2000	Battery Operated Device Having a Waterproof Housing and Gas Discharge Vent.
Taiwan	11900 August 1, 1990	Battery Operated Device Having a Waterproof Housing and Gas Discharge Vent.
U. King.	2021306 May 19, 1999	Battery Operated Device Having a Waterproof Housing and Gas Discharge Vent.
Argentina	217485 March 31, 1995	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Australia	520038 November 15, 1994	Pronged Anode Collector for Internally Shorting Galvanic Cells.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	872016 November 14, 1993	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Brazil	PI-7807463 November 14, 1993	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Canada	1150993 July 28, 1998	Pronged Anode Collector for Internally Shorting Galvanic Cells.
France	78-32306 November 15, 1998	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Japan	(83-184540 November 29, 1983)	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Mexico	146807 August 18, 1992	Pronged Anode Collector for Internally Shorting Galvanic Cells.
New Zealand	188924 November 15, 1994	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Singapore	78-00230 November 15, 1998	Pronged Anode Collector for Internally Shorting Galvanic Cells.
Switzerland	627878-4	Pronged Anode Collector for Internally Shorting Galvanic Cells.
United Kingdom	2008844 November 15, 1998	Pronged Anode Collector for Internally Shorting Galvanic Cells.
West Germany	2849479.3-9 November 15, 1998	Pronged Anode Collector for Internally Shorting Galvanic Cells.

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FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	524906 December 21, 1994	Seal Closure for a Galvanic Cell.
Brazil	PI-7808433 December 22, 1993	Seal Closure for a Galvanic Cell.
Canada	1105080 July 14, 1998	Seal Closure for a Galvanic Cell.
France	0003033(FR) December 18, 1998	Seal Closure for a Galvanic Cell.
Greece	(57959 December 21, 1978)	Seal Closure for a Galvanic Cell.
Indonsia	(78-06878 December 22, 1978)	Seal Closure for a Galvanic Cell.
Mexico	145755 March 26, 1992	Seal Closure for a Galvanic Cell.
Nigeria	(78-00500 December 21, 1978)	Seal Closure for a Galvanic Cell.
Singapore	82-00479 December 18, 1998	Seal Closure for a Galvanic Cell.
United Kingdom	0003033(UK) December 18, 1998	Seal Closure for a Galvanic Cell.
West Germany	2861146.3-9 December 18, 1998	Seal Closure for a Galvanic Cell.
Australia	522954 March 30, 1995	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Belgium	875240 March 30, 1999	Alkaline-MN02 Cell Having A Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Canada	1125365 June 8, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	79-08014 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Mexico	151481 December 3, 1994	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Netherlands	(79-02510 March 30, 1979)	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Singapore	(No number October 2, 1978)	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Switzerland	633656-5 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
United Kingdom	2018499 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
West Germany	2912175.3-9 March 28, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing P-N-V-P or PMA.
Australia	522955 March 30, 1995	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Belgium	875241 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Canada	1125366 June 8, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
France	79-08015 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	(79-037176 March 30, 1979)	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Mexico	151480 December 3, 1994	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Netherlands	(79-02513 March 30, 1979)	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Singapore	83-00661 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Switzerland	629037-1 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
United Kingdom	2018498 March 30, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
West Germany	2912176.4-9 March 28, 1999	Alkaline-MN02 Cell Having a Zinc Powder-Gel Anode Containing Methyl Cellulose.
Australia	525014 March 27, 1995	Thin Flexible Electrodes and the Method for Producing Them.
Austria	369929 June 15, 2000	Thin Flexible Electrodes and the Method for Producing Them.
Belgium	875129 March 27, 1999	Thin Flexible Electrodes and the Method for Producing Them.
Canada	1118041 February 9, 1999	Thin Flexible Electrodes and the Method for Producing Them.

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	79-07683 March 27, 1999	Thin Flexible Electrodes and the Method for Producing Them.
Hong Kong	83-00375 March 27, 1999	Thin Flexible Electrodes and the Method for Producing Them.
Italy	(21350-A/79 March 27, 1979)	Thin Flexible Electrodes and the Method for Producing Them.
Japan	(79-036182 March 27, 1979)	Thin Flexible Electrodes and the Method for Producing Them.
Mexico	152069 May 28, 1995	Thin Flexible Electrodes and the Method for Producing Them.
Netherlands	(79-02385 March 27, 1979)	Thin Flexible Electrodes and the Method for Producing Them.
Singapore	83-00113 March 27, 1999	Thin Flexible Electrodes and the Method for Producing Them.
Sweden	(79-02721 March 27, 1979)	Thin Flexible Electrodes and the Method for Producing Them.
Switzerland	633911-6 March 27, 1999	Thin Flexible Electrodes and the Method for Producing Them.
United Kingdom	2018015 March 27, 1999	Thin Flexible Electrodes and the Method for Producing Them.
West Germany	2909497.1-9 March 10, 1999	Thin Flexible Electrodes and the Method for Producing Them.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	525207 March 29, 1995	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
Belgium	875190 March 29, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
Canada	1127707 July 13, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
Canada	1133578 October 12, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
France	79-07906 March 29, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
Hong Kong	83-00073 March 29, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
Switzerland	6333910-4 March 29, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
United Kingdom	2019079 March 29, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
West Germany	2912177.5-9 March 28, 1999	Aluminum Additive for Cells Using Divalent Silver Oxide Electrodes.
Canada	1128123 July 20, 1999	Electrode Having Polytetra- fluoroethylene Powder Dispersed on its Outer Surface.
Argentina	227764 December 15, 1997	Nonaqueous Electrochemical Cell.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	535064 February 27, 1996	Nonaqueous Electrochemical Cell.
Belgium	881932 February 26, 2000	Nonaqueous Electrochemical Cell.
Brazil	PI-8001106 February 26, 1995	Nonaqueous Electrochemical Cell.
Canada	1134906 November 2, 1999	Nonaqueous Electrochemical Cell.
Denmark	(80-00844 February 27, 1980)	Nonaqueous Electrochemical Cell.
France	80-04291 February 27, 2000	Nonaqueous Electrochemical Cell.
Hong Kong	85-00306 February 27, 2000	Nonaqueous Electrochemical Cell.
India	153627 January 30, 1994	Nonaqueous Electrochemical Cell.
Ireland	(80-00395 February 27, 1980)	Nonaqueous Electrochemical Cell.
Israel	59437 February 20, 2000	Nonaqueous Electrochemical Cell.
Italy	(20192-A/80 February 26, 1980)	Nonaqueous Electrochemical Cell.
Japan	(80-022896 February 27, 1980)	Nonaqueous Electrochemical Cell.
Mexico	(181350 February 27, 1980)	Nonaqueous Electrochemical Cell.
Netherlands	(80-01183 February 27, 1980)	Nonaqueous Electrochemical Cell.
Singapore	(Not-Recd. January 26, 1985)	Nonaqueous Electrochemical Cell.
Sweden	(80-01508-4 February 27, 1980)	Nonaqueous Electrochemical Cell.
Switzerland	638931 October 14, 1983	Nonaqueous Electrochemical Cell.

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	2043988 February 27, 2000	Nonaqueous Electrochemical Cell.
West Germany	3005869.6-9 February 16, 2000	Nonaqueous Electrochemical Cell.
Australia	531406 December 27, 1995	Solid State Electrolytes
Belgium	0013121(BE) December 19, 1999	Solid State Electrolytes
Brazil	PI-7908485 December 26, 1994	Solid State Electrolytes
Canada	1125364 June 8, 1999	Solid State Electrolytes
France	0013121(FR)	Solid State Electrolytes
Hong Kong	84-00462 December 19, 1999	Solid State Electrolytes
Japan	(79-170214 December 26, 1979)	Solid State Electrolytes
Mexico	(180516 December 13, 1979)	Solid State Electrolytes
Singapore	84-00079 December 19, 1999	Solid State Electrolytes
Switzerland	0013121(CH) December 19, 1999	Solid State Electrolytes
United Kingdom	0013121(UK) December 19, 1999	Solid State Electrolytes
West Germany	2965968.5-9 December 19, 1999	Solid State Electrolytes
Belgium	884035 June 26, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Brazil	PI-8004052 June 27, 1995	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Canada	1157515 November 22, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
France	80-14387 June 27, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Hong Kong	84-00230 June 27, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Japan	(80-087684 June 27, 1980)	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Singapore	83-00673 June 27, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Switzerland	638643 June 27, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
United Kingdom	2053877 June 27, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
West Germany	3023969.1-9 June 26, 2000	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Canada	1143002 March 15, 2000	Organic Electrolyte for Rechargeable Lithium Cells.
France	80-14386 June 27, 2000	Organic Electrolyte for Rechargeable Lithium Cells.
Italy	(23148-A/80 June 30, 1980)	Organic Electrolyte for Rechargeable Lithium Cells.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	(80-087682 June 27, 1980)	Organic Electrolyte for Rechargeable Lithium Cells.
Switzerland	644473 June 27, 2000	Organic Electrolyte for Rechargeable Lithium Cells.
United Kingdom	2054948 June 27, 2000	Organic Electrolyte for Rechargeable Lithium Cells.
West Germany	3024151.1-9 June 27, 2000	Organic Electrolyte for Rechargeable Lithium Cells.
France	0017436(FR) March 28, 2000	Hermetically Sealed Electrochemical Cell Construction with Maximized Internal Volume.
Hong Kong	(No Number November 12, 1979)	Hermetically Sealed Electrochemical Cell Construction with Maximized Internal Volume.
Japan	(80-041137 March 29, 1980)	Hermetically Sealed Electrochemical Cell Construction with Maximized Internal Volume.
Singapore	(No Number November 12, 1979)	Hermetically Sealed Electrochemical Cell Construction with Maximized Internal Volume.
Switzerland	0017436(CH) March 28, 2000	Hermetically Sealed Electrochemical Cell Construction with Maximized Internal Volume.
United Kingdom	0017436(UK) March 28, 2000	Hermetically Sealed Electrochemical Cell Construction with Maximized Internal Volume.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	3068167.5-9 March 28, 2000	Hermetically Sealed Electro- chemical Cell Construction with Maximized Internal Volume.
Argentina	(281561 June 27, 1980)	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Australia	538302 June 27, 1996	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Brazil	PI-8003985 June 26, 1995	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Canada	1151725 August 9, 2000	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
France	0021427(FR) June 26, 2000	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Hong Kong	85-00296 June 26, 2000	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
India	(0442/DEL/80 June 16, 1980)	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Japan	(80-087683 June 27, 1980)	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Mexico	(182963 June 27, 1980)	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	85-00055 June 26, 2000	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
Switzerland	0021427(CH) June 26, 2000	Cathode Collectors for Nonaqueous Cell having a Metal Oxide Catalyst.
United Kingdom	0021427(UK) June 26, 2000	Cathode Collectors for Nonaqueous Cell Having a Metal Oxide Catalyst.
West Germany	3069410.1-8 June 26, 2000	Cathode Collectors for Nonaqueous Cell having a Metal Oxide Catalyst.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	529138 December 27, 1995	Solid State Electrolytes
Brazil	PI-7908490 December 26, 1994	Solid State Electrolytes
Canada	1134905 November 2, 1999	Solid State Electrolytes
Japan	(79-170213 December 26, 1979)	Solid State Electrolytes
Mexico	(180517 December 13, 1979)	Solid State Electrolytes
Argentina	(281559 June 27, 1980)	Nonaqueous Cell
Australia	539807 June 26, 1996	Nonaqueous Cell
Belgium	884033 June 26, 2000	Nonaqueous Cell
Brazil	PI-8005490 August 29, 1995	Nonaqueous Cell
Canada	1144230 April 5, 2000	Nonaqueous Cell
Denmark	(80-01217 June 27, 1980)	Nonaqueous Cell
France	80-14229 June 26, 2000	Nonaqueous Cell
Hong Kong	85-00685 June 26, 2000	Nonaqueous Cell
India	154298 June 23, 1994	Nonaqueous Cell
Ireland	(80-01334 June 26, 1980)	Nonaqueous Cell
Israel	60403 June 26, 2000	Nonaqueous Cell
Italy	(23059-A/80 June 26, 1980)	Nonaqueous Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	(80-087680 June 27, 1980)	Nonaqueous Cell
Luxemburg	82558 June 26, 2000	Nonaqueous Cell
Mexico	(182926 June 26, 1980)	Nonaqueous Cell
Netherlands	(80-03709 June 26, 1980)	Nonaqueous Cell
Norway	151562 June 25, 2000	Nonaqueous Cell
Singapore	85-00258 December 7, 2000	Nonaqueous Cell
Spain	492811 February 16, 2001	Nonaqueous Cell
Sweden	(80-04690-7 June 25, 1980)	Nonaqueous Cell
Switzerland	638064 June 26, 2000	Nonaqueous Cell
U King	2052136 June 26, 2000	Nonaqueous Cell
West Germany	3023971.5-9 June 26, 2000	Nonaqueous Cell
Argentina	(281524 June 25, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Australia	530502 June 24, 1996	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Belgium	883985 June 24, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Brazil	PI-8003919 June 24, 1995	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Canada	1149447 July 5, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	80-13989 June 24, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Hong Kong	85-00335 June 24, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
India	(0429/DEL/80 June 10, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Ireland	(80-01312 June 24, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Italy	(22972-A/80 June 23, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Japan	(80-085828 June 24, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Luxemburg	82543 June 24, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Mexico	(162888 June 24, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Singapore	(No Number January 1, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Spain	492687 December 16, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Sweden	(80-04657 -6 June 24, 1980)	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Switzerland	642779 June 24, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
U King	2054253 June 24, 2000	Nonaqueous Cells Employing Heat-Treated MN02 Cathodes.
Argentina	(281560 June 27, 1980)	Nonaqueous Cell
Australia	538474 June 26, 1996	Nonaqueous Cell
Belgium	884034 June 26, 2000	Nonaqueous Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Brazil	PI-8005484 August 29, 1995	Nonaqueous Cell
Canada	1149861 July 12, 2000	Nonaqueous Cell
Denmark	(80-01214 June 27, 1980)	Nonaqueous Cell
France	80-14230 June 26, 2000	Nonaqueous Cell
Hong Kong	85-00811 February 16, 2000	Nonaqueous Cell
India	(0471/DEL/80 June 23, 1980)	Nonaqueous Cell
Ireland	(80-01333 June 26, 1980)	Nonaqueous Cell
Israel	60404 June 26, 2000	Nonaqueous Cell
Italy	(23060-A/80 June 26, 1980)	Nonaqueous Cell
Japan	(80-087681 June 27, 1980)	Nonaqueous Cell
Luxemburg	82557 June 26, 2000	Nonaqueous Cell
Mexico	(182927 June 26, 1980)	Nonaqueous Cell
Netherlands	(80-03710 June 26, 1980)	Nonaqueous Cell
Norway	151563 June 25, 2000	Nonaqueous Cell
Singapore	85-00255 February 16, 2000	Nonaqueous Cell
Spain	492812 February 16, 2001	Nonaqueous Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Sweden	(80-04691-5 June 25, 1980)	Nonaqueous Cell
Switzerland	636733 June 26, 2000	Nonaqueous Cell
U King	2054254 June 26, 2000	Nonaqueous Cell
West Germany	3023970.4-9 June 26, 2000	Nonaqueous Cell
Belgium	0049138(BE) September 28, 2001	Method for Making a Metal- to-Ceramic Insulator Seal for Electrochemical Cells.
Japan	(81-153548 September 28, 1981)	Method for Making a Metal- to-Ceramic Insulator Seal for Electrochemical Cells.
U King	0049138(UK) September 28, 2001	Method for Making a Metal- to-Ceramic Insulator Seal for Electrochemical Cells.
West Germany	3165250.6-8 September 28, 2001	Method for Making a Metal- to-Ceramic Insulator Seal for Electrochemical Cells.
Belgium	888161 March 27, 2001	Layered Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
France	81-06201 March 27, 2001	Layered Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Japan	(81-044693 March 26, 1981)	Layered Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
U King	2073482 March 19, 2001	Layered Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
West Germany	3111224.2-9 March 21, 2001	Layered Charge Transfer Complex Cathodes for Solid Electrolyte Cells.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	81-04974 March 12, 2001	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Hong Kong	84-00106 March 19, 2001	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Japan	(81-043263 March 26, 1981)	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Singapore	83-00674 March 19, 2001	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
Switzerland	652238 March 18, 2001	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
U King	2076211 March 19, 2001	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
West Germany	3111261.7-9 March 21, 2001	Charge Transfer Complex Cathodes for Solid Electrolyte Cells.
France	80-26557 December 15, 2000	Coated Active Anodes
Hong Kong	85-00687 December 17, 2000	Coated Active Anodes
Japan	(80-180305 December 19, 1980)	Coated Active Anodes
Singapore	85-00257 December 17, 2000	Coated Active Anodes
Switzerland	638929 December 17, 2000	Coated Active Anodes
U King	2069226 December 17, 2000	Coated Active Anodes

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	3047345.1-9 December 16, 2000	Coated Active Anodes
Australia	532863 December 19, 1996	Improved Seals for Electro-chemical Cells
Belgium	886752 December 18, 2000	Improved Seals for Electro-chemical Cells
France	80-26556 December 15, 2000	Improved Seals for Electro-chemical Cells
Hong Kong	85-00686 December 19, 2000	Improved Seals for Electro-chemical Cells
Japan	(80-180306 December 19, 1980)	Improved Seals for Electro-chemical Cells
Singapore	85-00256 November 9, 2003	Improved Seals for Electro-chemical Cells
Switzerland	643687 December 17, 2000	Improved Seals for Electro-chemical Cells
U. Kingdom	2065959 December 19, 2000	Improved Seals for Electro-chemical Cells
W. Germany	3047346.2-9 December 16, 2000	Improved Seals for Electro-chemical Cells
Japan	(81-099534 June 26, 1981)	Cathode Comprising the Reaction Product of B12 C3
Brazil	(PI-21-00264 January 19, 1981)	Improved Seals for Electro-chemical Cells
Canada	1151235 August 2, 2000	Improved Seals for Electro-chemical Cells
Hong Kong	(No Number October 23, 1980)	Improved Seals for Electro-chemical Cells
Japan	(81-007115 January 20, 1981)	Improved Seals for Electro-chemical Cells
Singapore	(No Number October 23, 1980)	Improved Seals for Electro-chemical Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Switzerland	0032750(CH) January 21, 2001	Improved Seals for Electro-chemical Cells.
U King	0032750(UK) January 21, 2001	Improved Seals for Electro-chemical Cells.
West Germany	3169775.5-8 January 21, 2001	Improved Seals for Electro-chemical Cells.
Belgium	0036091(BE) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
Brazil	PI-8101374 March 10, 1996	High Pressure Safety Vent for Galvanic Dry Cells.
Canada	1152148 August 16, 2000	High Pressure Safety Vent for Galvanic Dry Cells.
France	0036091(FR) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
Japan	(81-036425 February 19, 2001)	High Pressure Safety Vent for Galvanic Dry Cells.
Singapore	(No Number October 23, 1980)	High Pressure Safety Vent for Galvanic Dry Cells.
Switzerland	0036091(CH) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
U King	0036091(UK) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
West Germany	3160669.5-9 February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
Belgium	0036092(BE) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
Brazil	PI-8101373 March 10, 1996	High Pressure Safety Vent for Galvanic Dry Cells.
Canada	1152149 August 16, 2000	High Pressure Safety Vent for Galvanic Dry Cells.
France	0036092(FR) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	(81-036426 March 31, 1981)	High Pressure Safety Vent for Galvanic Dry Cells.
Singapore	(No Number October 23, 1980)	High Pressure Safety Vent for Galvanic Dry Cells.
Switzerland	0036092(CH) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
U King	0036092(UK) February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
West Germany	3160717.9-9 February 19, 2001	High Pressure Safety Vent for Galvanic Dry Cells.
Canada	1154081 September 20, 2000	Alkaline MN02 Cell having a Zinc Powder Gel Anode containing Starch Graft Copolymer.
Australia	542249 March 30, 1997	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
Belgium	888191 March 30, 2001	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
Hong Kong	84-00627 March 30, 2001	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
Japan	(81-045367 March 27, 1981)	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
Singapore	84-00375 March 30, 2001	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
Switzerland	642486 March 17, 2001	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
U King	2072933 March 30, 2001	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	3112454.2-9 March 28, 2001	Organic Solvent-Treated Manganese Dioxide-Containing Cathodes.
Australia	(81-72079 June 23, 1981)	Improved Seals for Electro- chemical Cells.
Japan	(81-097341 June 23, 1981)	Improved Seals for Electro- chemical Cells.
France	0049081(FR) September 22, 2001	Electrochemical Cell having a Resealable Vent Closure.
Japan	(81-151911 September 25, 1981)	Electrochemical Cell having a Resealable Vent Closure.
Switzerland	0049081(CH) September 22, 2001	Electrochemical Cell having a Resealable Vent Closure.
U King	0049081(UK) September 22, 2001	Electrochemical Cell having a Resealable Vent Closure.
West Germany	3169853.0-8 September 22, 2001	Electrochemical Cell having a Resealable Vent Closure.
France	0042765(FR) June 24, 2001	Cathode Comprising the Reaction Product of Bismuth Sulfur and Lead or Iron.
Hong Kong	(No Number April 14, 1981)	Cathode Comprising the Reaction Product of Bismuth Sulfur and Lead or Iron.
Japan	(81-096834 June 24, 1981)	Cathode Comprising the Reaction Product of Bismuth Sulfur and Lead or Iron.
Singapore	(No Number April 14, 1981)	Cathode Comprising the Reaction Product of Bismuth Sulfur and Lead or Iron.
Switzerland	0042765(CH) June 24, 2001	Cathode Comprising the Reaction Product of Bismuth Sulfur and Lead or Iron.
U King	0042765(UK) June 24, 2001	Cathode Comprising the Reaction Product of Bismuth Sulfur and Lead or Iron.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	3169364.4-8 June 24, 2001	Cathode Comprising the Reaction Products of Bismuth Sulfur and Lead or Iron.
Japan	(81-097342 June 23, 1981)	Cathode Comprising the Reaction Product of Bismuth Trioxide and Molybdenum Trioxide.
France	81-12400 June 24, 2001	Dry Cell With Electrolyte Dispersion Channels through the Cathode Mix.
Japan	(81-097343 June 23, 1981)	Dry Cell with Electrolyte Dispersion Channels through the Cathode Mix.
U King	2080999 June 23, 2001	Dry Cell with Electrolyte Dispersion Channels through the Cathode Mix.
West Germany	3124304.5-9 June 20, 2001	Dry Cell with Electrolyte Dispersion Channels through the Cathode Mix.
Canada	1174274 September 11, 2001	Nonaqueous Cell Employing an Iron Compound Cathode and A PC-DME-LICF3S03 Electrolyte.
Belgium	(EPC-FILED September 28, 1981)	A Solid State Cell in which an Inert Nonconductive Material is dispersed in the Cathode.
France	(EPC-FILED September 28, 1981)	A Solid State Cell in which an Inert Nonconductive Material is dispersed in the Cathode.
Japan	(81-153550 September 28, 1981)	A Solid State Cell in which an Inert Nonconductive Material is dispersed in the Cathode.
U King	(EPC-FILED September 28, 1981)	A Solid State Cell in which an Inert Nonconductive Material is dispersed in the Cathode.
West Germany	(EPC-FILED September 28, 1981)	A Solid State Cell in which an Inert Nonconductive Material is dispersed in the Cathode.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	0049086(BE) September 22, 2001	A Solid State Cell Employing an Electron Donor-Embedded Anode.
France	0049086(FR) September 22, 2001	A Solid State Cell Employing an Electron Donor-Embedded Anode.
Japan	(81-153551 September 28, 1981)	A Solid State Cell Employing an Electron Donor-Embedded Anode.
U King	0049086(UK) September 22, 2001	A Solid State Cell Employing an Electron Donor-Embedded Anode.
West Germany	3168336.3-8 September 22, 2001	A Solid State Cell Employing an Electron Donor-Embedded Anode.
Argentina	(286866 September 24, 1981)	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
Australia	(81-75704 September 28, 1981)	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
Belgium	0049082(BE) September 22, 2001	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
Brazil	(PI-81-06143 September 25, 1981)	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
Canada	1173496 August 28, 2001	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
France	0049082(FR) September 22, 2001	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
Hong Kong	(No Number May 11, 1981)	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
India	(0544/DEL/81 August 25, 1981)	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.
Japan	(81-153552 September 28, 1981)	Nonaqueous Cell having a MN02 Poly-Carbon Flouride Cathode.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	(189387 September 28, 1981)	Nonaqueous Cell having a MnO2 Poly-Carbon Flouride Cathode.
Singapore	(No Number May 11, 1981)	Nonaqueous Cell having a MnO2 Poly-Carbon Flouride Cathode.
Spain	(547457 October 1, 1985)	Nonaqueous Cell having a MnO2 Poly-Carbon Flouride Cathode.
Switzerland	0049082(CH) September 22, 2001	Nonaqueous Cell having a MnO2 Poly-Carbon Flouride Cathode.
U King	0049082(UK) September 22, 2001	Nonaqueous Cell having a MnO2 Poly-Carbon Flouride Cathode.
West Germany	3161842.1-9 September 22, 2001	Nonaqueous Cell having a MnO2 Poly-Carbon Flouride Cathode.
Japan	(82-077602 May 11, 1982)	Non-Aqueous Cell.
Argentina	228162 January 31, 1998	Electrochemical Cell having a Safety Vent Closure.
Australia	(81-75680 September 25, 1981)	Electrochemical Cell having a Safety Vent Closure.
Belgium	(EPC-FILED September 22, 1981)	Electrochemical Cell having a Safety Vent Closure.
Brazil	(PI-81-06105 September 24, 1981)	Electrochemical Cell having a Safety Vent Closure.
Canada	(1172693 August 14, 2001)	Electrochemical Cell having a Safety Vent Closure.
France	(EPC-FILED September 22, 1981)	Electrochemical Cell having a Safety Vent Closure.
Hong Kong	(No Number May 7, 1981)	Electrochemical Cell having a Safety Vent Closure.
India	(0531/DEL/81 August 19, 1981)	Electrochemical Cell having a Safety Vent Closure.
Japan	(81-151910 September 25, 1981)	Electrochemical Cell having a Safety Vent Closure.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Mexico	(189337 September 25, 1981)	Electrochemical Cell having a Safety Vent Closure.
Singapore	(No Number May 7, 1981)	Electrochemical Cell having a Safety Vent Closure.
Switzerland	(EPC-FILED September 22, 1981)	Electrochemical Cell having a Safety Vent Closure.
U King	(EPC-FILED September 22, 1981)	Electrochemical Cell having a Safety Vent Closure.
West Germany	(EPC-FILED September 22, 1981)	Electrochemical Cell having a Safety Vent Closure.
France	0061724(FR) March 25, 2002	Cell having a Coiled Electrode Assembly.
Japan	(82-048775 March 26, 1982)	Cell having a Coiled Electrode Assembly.
Switzerland	0061724(CH) March 25, 2002	Cell having a Coiled Electrode Assembly.
U King	0061724(UK) March 25, 2002	Cell having a Coiled Electrode Assembly.
West Germany	3262938.9-8 March 25, 2002	Cell having a Coiled Electrode Assembly.

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	055135(BE) December 23, 2001	Solid State Electrolytes
Japan	(81-207278 December 23, 1981)	Solid State Electrolytes
U King	055135(UK) December 23, 2001	Solid State Electrolytes
W. Germany	3171075.1-8 December 23, 2001	Solid State Electrolytes
France	0067278(FR) March 27, 2002	Externally Coated Hermetic Seals for use with Electro- chemical Cells.
Japan	(82-049930 March 27, 1982)	Externally Coated Hermetic Seals for use with Electro- chemical Cells.
Switzerland	0067278(CH) March 27, 2002	Externally Coated Hermetic Seals for use with Electro- chemical Cells.
U King	0067278(UK) March 27, 2002	Externally Coated Hermetic Seals for use with Electro- chemical Cells.
W Germany	0067278(DE) March 27, 2002	Externally Coated Hermetic Seals for use with Electro- chemical Cells.
Australia	(82-87176 August 16, 1982)	Hermetically Sealed Electro- chemical Cell having a Pressure Release Vent.
France	0061725(FR) March 25, 2002	Hermetically Sealed Electro- chemical Cell having a Pressure Release Vent.
Japan	(82-048776 March 26, 1982)	Hermetically Sealed Electro- chemical Cell having a Pressure Release Vent.
Switzerland	00617525(CH) March 25, 2002	Hermetically Sealed Electro- chemical Cell having a Pressure Release Vent.

FOREIGN PATENTS AND APPLICATIONSOWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
U King	0061725(UK) March 25, 2002	Hermetically Sealed Electrochemical Cell having a Pressure Release Vent.
W. Germany	0061725(DE) March 25, 2002	Hermetically Sealed Electrochemical Cell having a Pressure Release Vent.
Japan	(82112450 June 29, 1982)	A Solid Cathode Comprising a Lead Flouride/Tin Flouride Compound.
France	(82-05305 March 29, 1982)	Galvanic Dry Cells Encased and Sealed with Heat-Shrunk Adhesive Tape.
Japan	(82-052228 March 30, 1982)	Galvanic Dry Cells Encased and Sealed with Heat-Shrunk Adhesive Tape.
U King	2103008 March 29, 2002	Galvanic Dry Cells Encased and Sealed with Heat-Shrunk Adhesive Tape.
W. Germany	(P-3211331.5 March 27, 1982)	Galvanic Dry Cells Encased and Sealed with Heat-Shrunk Adhesive Tape.
Australia	(82-85350 June 25, 1982)	Improved Seals for Electrochemical Cells.
Hong Kong	85-00602 June 5, 2002	Improved Seals for Electrochemical Cells.
Japan	(82-109098 June 24, 1982)	Improved Seals for Electrochemical Cells.
Singapore	(Not-Recd. May 25, 1985)	Improved Seals for Electrochemical Cells.
U King	0068183(UK) June 5, 2002	Improved Seals for Electrochemical Cells.
Australia	83-12667 March 18, 1983	Sealing Gasket for Electrochemical Cells.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	(EPC-Filed February 19, 1983)	Sealing Gasket for Electro-Cells.
France	(EPC-Filed February 19, 1983)	Sealing Gasket for Electro-Cells.
Hong Kong	(No Number November 2, 1982)	Sealing Gasket for Electro-Cells.
Japan	(83-045855 March 18, 1983)	Sealing Gasket for Electro-Cells.
Singapore	(No Number November 2, 1982)	Sealing Gasket for Electro-Cells.
Switzerland	(EPC February 19, 1983)	Sealing Gasket for Electro-Cells.
U. King	(EPC-Filed February 19, 1983)	Sealing Gasket for Electro-Cells.
W. Germany	(EPC-Filed February 19, 1983)	Sealing Gasket for Electro-Cells.
Japan	(82-111407 June 28, 1982)	Non-Resealable Safety Vent for Electrochemical Cells.
Argentina	(289802 June 28, 1982)	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.
Australia	(82-85377 June 28, 1982)	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.
Brazil	PI-8203679 June 24, 1997	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.
Canada	1169121 June 12, 2001	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
India	(0421/DEL/82 June 2, 1982)	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.
Japan	(82-111408 June 28, 1982)	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.
Mexico	(193339 June 28, 1982)	Cell having Mixed Solid Cathode Materials for Controlling Cell Expansion on Discharge.
France	(EPC-Filed June 26, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
France	(EPC-Filed July 23, 1985)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Hong Kong	(No Number March 5, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Hong Kong	()	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Japan	(82-111409 June 29, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Singapore	(No Number March 5, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Singapore	()	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Switzerland	(EPC-Filed June 26, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.

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OWNED BY UNION CARBIDE CORPORATION (cont'd.)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Switzerland	(EPC-Filed July 23, 1985)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
U. King	(EPC-Filed June 26, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
U. King	(EPC-Filed July 23, 1985)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
West Germany	(EPC-Filed June 26, 1982)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
West Germany	(EPC-Filed July 23, 1985)	Complex Metal Sulfide Cathodes for Non-Aqueous Cells.
Japan	(82-111410 June 28, 1982)	A Safety Non-Resealable Temperature Sensitive Vent for Electro Chemical Cells.

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	(82-16291 September 28, 1982)	Nonaqueous Cell Having An Antimony Trisulfide Cathode
Hong Kong	85-00897 November 14, 1985	Nonaqueous Cell Having An Antimony Trisulfide Cathode
Japan	(82-167719 September 28, 1982)	Nonaqueous Cell Having An Antimony Trisulfide Cathode
Singapore	Not Received September 2, 1985	Nonaqueous Cell Having An Antimony Trisulfide Cathode
Switzerland	650105 June 28, 1985	Nonaqueous Cell Having An Antimony Trisulfide Cathode
United Kingdom	2106704 November 21, 1984	Nonaqueous Cell Having An Antimony Trisulfide Cathode
West Germany	(P3235941.1 September 29, 1982)	Nonaqueous Cell Having An Antimony Trisulfide Cathode
EPC	(83400751 April 15, 1983)	Cover For Galvanic Cells
Australia	(83-14513 May 12, 1983)	Cover For Galvanic Cells
Belgium	(EPC Filed April 15, 1983)	Cover For Galvanic Cells
France	(EPC Filed April 15, 1983)	Cover For Galvanic Cells
Hong Kong	(No number December 15, 1982)	Cover For Galvanic Cells
Japan	(83-083470 May 12, 1983)	Cover For Galvanic Cells
Singapore	(No number December 15, 1982)	Cover For Galvanic Cells
Switzerland	(EPC Filed April 15, 1983)	Cover For Galvanic Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
United Kingdom	(EPC Filed April 15, 1983)	Cover For Galvanic Cells
West Germany	(EPC Filed April 15, 1983)	Cover For Galvanic Cells
France	(EPC Filed March 2, 1983)	Sulfide-Containing Cathode For Nonaqueous Cells
Hong Kong	(No number November 2, 1982)	Sulfide-Containing Cathode For Nonaqueous Cells
Japan	(83-045857 March 18, 1983)	Sulfide-Containing Cathode For Nonaqueous Cells
Singapore	(No number November 2, 1982)	Sulfide-Containing Cathode For Nonaqueous Cells
Switzerland	(EPC Filed March 2, 1983)	Sulfide-Containing Cathode For Nonaqueous Cells
United Kingdom	(EPC Filed March 2, 1983)	Sulfide-Containing Cathode For Nonaqueous Cells
West Germany	(EPC Filed March 2, 1983)	Sulfide-Containing Cathode For Nonaqueous Cells
France	(EPC Filed August 2, 1983)	Cathode Collector Having Recesses for Liquid Cathode Cells
Hong Kong	(No number February 28, 1983)	Cathode Collector Having Recesses for Liquid Cathode Cells
Japan	(83-158916 August 30, 1983)	Cathode Collector Having Recesses for Liquid Cathode Cells
Singapore	(No Number February 28, 1983)	Cathode Collector Having Recesses for Liquid Cathode Cells
United Kingdom	(EPC Filed August 2, 1983)	Cathode Collector Having Recesses for Liquid Cathode Cells
West Germany	(EPC Filed August 2, 1983)	Cathode Collector Having Recesses for Liquid Cathode Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Australia	(83-12666 March 18, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
Belgium	(EPC Filed February 19, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
France	(EPC Filed February 19, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
Hong Kong	(No number November 2, 1982)	Thin Miniature Cell Construction With Reshaped Gasket
Japan	(83-045856 March 18, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
Singapore	(No number November 2, 1982)	Thin Miniature Cell Construction With Reshaped Gasket
Switzerland	(EPC Filed February 19, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
United Kingdom	(EPC Filed February 19, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
West Germany	(EPC Filed February 19, 1983)	Thin Miniature Cell Construction With Reshaped Gasket
EPC	(83112303.9 December 7, 1983)	Manganese Dioxide and Process For The Production Thereof
Belgium	(EPC Filed December 7, 1983)	Manganese Dioxide and Process For The Production Thereof
France	(EPC Filed December 7, 1983)	Manganese Dioxide and Process For The Production Thereof
Hong Kong	(No number August 8, 1983)	Manganese Dioxide and Process For The Production Thereof
Japan	(83-240782 December 20, 1983)	Manganese Dioxide and Process For The Production Thereof

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	(No number August 8, 1983)	Manganese Dioxide and Process For the Production Thereof
Switzerland	(EPC Filed December 7, 1983)	Manganese Dioxide and Process For the Production Thereof
United Kingdom	(EPC Filed December 7, 1983)	Manganese Dioxide and Process For the Production Thereof
West Germany	(EPC Filed December 7, 1983)	Manganese Dioxide and Process For the Production Thereof
EPC	(83-106022.3 June 21, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Belgium	(EPC Filed June 21, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Brazil	(PI-83-03248 June 20, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Canada	1194544 October 1, 1985)	Two-Piece Cover-Seal Construction For Galvanic Cells
France	(EPC Filed June 21, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Hong Kong	(No number February 28, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Japan	(83-112593 June 22, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Singapore	(No number February 28, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
Switzerland	(EPC Filed June 21, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
United Kingdom	(EPC Filed June 21, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells
West Germany	(EPC Filed June 21, 1983)	Two-Piece Cover-Seal Construction For Galvanic Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
EPC	(83108333.2 August 24, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
France	(EPC Filed August 24, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
Hong Kong	(No number April 14, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
Japan	(83-180094 September 28, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
Singapore	(No number April 14, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
United Kingdom	(EPC Filed August 24, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
West Germany	(EPC Filed August 24, 1983)	Polyvinyl-Coated Cathode Collector For Cells Employing Liquid Cathodes
EPC	(83303390.5 June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Argentina	(293314 June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Australia	(83-15766 June 14, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Belgium	(EPC Filed June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Brazil	(PI-83-03081 June 10, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Canada	1195725 October 22, 1985)	Lithium Halide Additives For Nonaqueous Cell Systems

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Denmark	(83-02072 June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
France	(EPC Filed June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Hong Kong	(No number February 28, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
India	(0399/DEL/83 June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Italy	(EPC Filed June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Japan	(83-105636 June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Korea Rep	(83-02614 June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Nigeria	(83-00235 June 10, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Singapore	(No number February 28, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
South Africa	83-04327 March 28, 1984	Lithium Halide Additives For Nonaqueous Cell Systems
Switzerland	(EPC Filed June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
Taiwan	20284 July 11, 1984	Lithium Halide Additives For Nonaqueous Cell Systems
United Kingdom	(EPC Filed June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems
West Germany	(EPC Filed June 13, 1983)	Lithium Halide Additives For Nonaqueous Cell Systems

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	(83-116259 June 29, 1983)	Glass Fiber Separators For Liquid Cathode Cells
Spain	(547213 September 23, 1985)	Glass Fiber Separators For Liquid Cathode Cells
Switzerland	(83-03601 June 30, 1983)	Glass Fiber Separators For Liquid Cathode Cells
West Germany	(P3323333.0 June 29, 1983)	Glass Fiber Separators For Liquid Cathode Cells
EPC	(83303671.8 June 24, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Argentina	(293445 June 27, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Australia	(83-16298 June 27, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Belgium	(EPC Filed June 24, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Brazil	(PI-83-03435 June 27, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Canada	(429076-3 May 27, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
France	(EPC Filed June 24, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Hong Kong	(No number December 9, 1982)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
India	(0431/DEL/83 June 27, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Japan	(83-115735 June 27, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	(No number December 9, 1982)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
Switzerland	(EPC Filed June 24, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
United Kingdom	(EPC Filed June 24, 1983)	Safety Non-Resealable Pressure Relief Device For Galvanic Cells
EPC	(83107105.5 July 20, 1983)	Electrochemical Cell Having A Safety Vent Closure
France	(EPC Filed July 20, 1983)	Electrochemical Cell Having A Safety Vent Closure
Japan	(83-136045 July 27, 1983)	Electrochemical Cell Having A Safety Vent Closure
Switzerland	(EPC Filed July 20, 1983)	Electrochemical Cell Having A Safety Vent Closure
United Kingdom	(EPC Filed July 20, 1983)	Electrochemical Cell Having A Safety Vent Closure
West Germany	(EPC Filed July 20, 1983)	Electrochemical Cell Having A Safety Vent Closure
EPC	(83111711.4 November 23, 1983)	Nonaqueous Cell Employing An Anode Having A Boron-Containing Surface Film
France	(EPC Filed November 23, 1983)	Nonaqueous Cell Employing An Anode Having a Boron-Containing Surface Film
Hong Kong	(No number June 28, 1983)	Nonaqueous Cell Employing An Anode Having A Boron-Containing Surface Film
Japan	(83-233771 December 13, 1983)	Nonaqueous Cell Employing An Anode Having a Boron-Containing Surface Film
Singapore	(No number June 28, 1983)	Nonaqueous Cell Employing An Anode Having A Boron-Containing Surface Film

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Spain	(547214 September 23, 1985)	Nonaqueous Cell Employing An Anode Having a Boron-Containing Surface Film
Spain	(547216 September 23, 1985)	Nonaqueous Cell Employing An Anode Having a Boron-Containing Surface Film
United Kingdom	(EPC Filed November 23, 1983)	Nonaqueous Cell Employing An Anode Having a Boron-Containing Surface Film
West Germany	(EPC Filed November 23, 1983)	Nonaqueous Cell Employing An Anode Having a Boron-Containing Surface Film
EPC	(83111812.0 November 25, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
France	(EPC Filed November 25, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
Hong Kong	(No number January 10, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
Japan	(83-229752 December 5, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
Singapore	(No number January 10, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
Switzerland	(EPC Filed November 25, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
United Kingdom	(EPC Filed November 25, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells
West Germany	(EPC Filed November 25, 1983)	Alkaline Earth Metal Additives For Manganese Dioxide-Containing Nonaqueous Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
EPC	(83112185.0 December 3, 1983)	Rupture Diaphragm For Galvanic Cell
Belgium	(EPC Filed December 3, 1983)	Rupture Diaphragm For Galvanic Cell
Brazil	(PI-83-06987 December 20, 1983)	Rupture Diaphragm For Galvanic Cell
Canada	(440392-4 November 3, 1983)	Rupture Diaphragm For Galvanic Cell
France	(EPC Filed December 3, 1983)	Rupture Diaphragm For Galvanic Cell
Hong Kong	(No number September 10, 1983)	Rupture Diaphragm For Galvanic Cell
Japan	(83-240783 December 15, 1983)	Rupture Diaphragm For Galvanic Cell
Singapore	(No number September 16, 1983)	Rupture Diaphragm For Galvanic Cell
Switzerland	(EPC Filed December 3, 1983)	Rupture Diaphragm For Galvanic Cell
United Kingdom	(EPC Filed December 3, 1983)	Rupture Diaphragm For Galvanic Cell
West Germany	(EPC Filed December 3, 1983)	Rupture Diaphragm For Galvanic Cell
Hong Kong	(No number October 12, 1983)	An Isoxazole Derivative Additive In Organic Electrolytes of Nonaqueous Cells Employing Solid Cathodes
Japan	(84-057515 March 27, 1984)	An Isoxazole Derivative Additive In Organic Electrolytes of Nonaqueous Cells Employing Solid Cathodes

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapore	(No number October 12, 1983)	An Isoxazole Derivative Additive In Organic Electrolytes of Nonaqueous Cells Employing Solid Cathodes
United Kingdom	(84-07917 March 27, 1984)	An Isoxazole Derivative Additive In Organic Electrolytes of Nonaqueous Cells Employing Solid Cathodes
EPC	(84109750.4 August 16, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
France	(EPC Filed August 16, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
Hong Kong	(No number July 17, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
Japan	(84-184351 September 3, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
Singapore	(No number July 17, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
Spain	(547215 September 23, 1985)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
United Kingdom	(EPC Filed August 16, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
West Germany	(EPC Filed August 16, 1984)	Hermetically Sealed Galvanic Cell Having Safety Vent Construction
EPC	(84103362.4 March 27, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
Belgium	(EPC Filed March 27, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
France	(EPC Filed March 27, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
Hong Kong	(No number October 12, 1983)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	(84-060491 March 28, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
Singapore	(No number October 12, 1983)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
Switzerland	(EPC Filed March 27, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
United Kingdom	(EPC Filed March 27, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
West Germany	(EPC Filed March 27, 1984)	Cylindrical Galvanic Cells Having A Polygonal Shaped Anode Disc
Japan	(No number)	Invalidation Trial Of Matsushita's Japanese Patent No. 722922,CFX
Japan	(No number)	Invalidation Trial of Matsushita's Japanese Patent No. 726008,CFX
Hong Kong	(No number March 26, 1984)	Alkali Metal or Alkaline Earth Metal Compound Additive For Manganese Dioxide-Containing Nonaqueous Cells
Japan	(84-502614 June 27, 1984)	Alkali Metal or Alkaline Earth Metal Compound Additive For Manganese Dioxide-Containing Nonaqueous Cells
Singapore	(No number March 26, 1984)	Alkali Metal or Alkaline Earth Metal Compound Additive For Manganese Dioxide-Containing Nonaqueous Cells
United Kingdom	(85-05017 June 27, 1984)	Alkali Metal or Alkaline Earth Metal Compound Additive For Manganese Dioxide-Containing Nonaqueous Cells
EPC	(84107593.0 June 29, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
Australia	(84-31015 June 27, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Belgium	(EPC Filed June 29, 1984)	A Crystalline Solid Lithium Cation Con'uctive Electrolyte
Brazil	(PI-84-06946 June 27, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
Canada	(457752-3 June 28, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
France	(EPC Filed June 29, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
Hong Kong	(No number March 26, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
Japan	(Not Rec'd June 27, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
Singapore	(No number March 26, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
Switzerland	(EPC Filed June 29, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
United Kingdom	(EPC Filed June 29, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
West Germany	(EPC Filed June 29, 1984)	A Crystalline Solid Lithium Cation Conductive Electrolyte
EPC	(84107592.2 June 29, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Australia	(84-31012 June 27, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Belgium	(EPC Filed June 29, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Brazil	(PI-84-06950 June 27, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Canada	(457751-5 June 28, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	(EPC Filed June 29, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Hong Kong	(No number March 26, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Japan	(Not Rec'd June 27, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Singapore	(No number March 26, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
Switzerland	(EPC Filed June 29, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
United Kingdom	(EPC Filed June 29, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
West Germany	(EPC Filed June 29, 1984)	A Vitreous Solid Lithium Cation Conductive Electrolyte
EPC	(84107945.2 July 6, 1984)	Low Profile Seal
Africa U	(58535 July 5, 1984)	Low Profile Seal
Argentina	(297108 July 6, 1984)	Low Profile Seal
Australia	(84-31020 July 5, 1984)	Low Profile Seal
Brazil	(PI-84-06952 July 5, 1984)	Low Profile Seal
C Rica	(No number March 23, 1984)	Low Profile Seal
Canada	(458203-9 July 5, 1984)	Low Profile Seal
Colombia	(234426 July 9, 1984)	Low Profile Seal
Ecuador	(84-00138 July 16, 1984)	Low Profile Seal

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Egypt	(84-00536 August 22, 1984)	Low Profile Seal
France	(EPC Filed July 6, 1984)	Low Profile Seal
Greece	(75242 July 9, 1984)	Low Profile Seal
Hong Kong	(No number March 23, 1984)	Low Profile Seal
India	(0567/DEL/84 July 11, 1984)	Low Profile Seal
Indonesia	(84-10191 July 12, 1984)	Low Profile Seal
Japan	(84-502649 July 5, 1984)	Low Profile Seal
Kenya	(No number March 23, 1984)	Low Profile Seal
Malaya	(No number March 23, 1984)	Low Profile Seal
New Zealand	(208842 July 9, 1984)	Low Profile Seal
Nigeria	(84-06664 August 1, 1984)	Low Profile Seal
Phil R	(30998 July 18, 1984)	Low Profile Seal
Singapore	(No number March 23, 1984)	Low Profile Seal
Sri Lka	9492 May 31, 1985	Low Profile Seal
United Kingdom	(EPC Filed July 6, 1984)	Low Profile Seal
Venezuela	(84-01171 July 11, 1984)	Low Profile Seal

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	(EPC Filed July 6, 1984)	Low Profile Seal
EPC	(84107568.2 June 29, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Australia	(84-31052 June 27, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Belgium	(EPC Filed June 29, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Brazil	(PI-84-06945 June 27, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Canada	(457735-3 June 28, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
France	(EPC Filed June 29, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Hong Kong	(No number March 26, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Japan	(84-502596 June 27, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Singapore	(No number March 26, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
Switzerland	(EPC Filed June 29, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
United Kingdom	(EPC Filed June 29, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	(EPC Filed June 29, 1984)	Isostatic Compression Method For Producing Solid State Electro- chemical Cells
EPC	(84305539.3 August 15, 1984)	Intumescent Material-Coated Galvanic Cells
France	(EPC Filed August 15, 1984)	Intumescent Material-Coated Galvanic Cells
Hong Kong	(No number April 18, 1984)	Intumescent Material-Coated Galvanic Cells
Japan	(84-184350 September 3, 1984)	Intumescent Material-Coated Galvanic Cells
Singapore	(No number April 18, 1984)	Intumescent Material-Coated Galvanic Cells
United Kingdom	(EPC Filed August 15, 1984)	Intumescent Material-Coated Galvanic Cells
West Germany	(EPC Filed August 15, 1984)	Intumescent Material-Coated Galvanic Cells
EPC	(84110848.3 September 12, 1984)	Organic Electrlyte For Nonaqueous Cells
France	(EPC Filed September 12, 1984)	Organic Electrlyte For Nonaqueous Cells
Hong Kong	(No number April 18, 1984)	Organic Electrlyte For Nonaqueous Cells
Japan	(84-195640 September 18, 1984)	Organic Electrlyte For Nonaqueous Cells
Singapore	(No number April 18, 1984)	Organic Electrlyte For Nonaqueous Cells
Spain	(547219 September 23, 1985)	Organic Electrlyte For Nonaqueous Cells
United Kingdom	(EPC Filed September 12, 1984)	Organic Electrlyte For Nonaqueous Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
West Germany	(EPC Filed September 12, 1984)	Organic Electrlyte For Nonaqueous Cells
Hong Kong	(No number April 19, 1984)	Manganese Carbonate Additive For Manganese Dioxide-Containing Nonaqueous Cells
Japan	(84-202885 September 27, 1984)	Manganese Carbonate Additive For Manganese Dioxide-Containing Nonaqueous Cells
Singapore	(No number April 19, 1984)	Manganese Carbonate Additive For Manganese Dioxide-Containing Nonaqueous Cells
United Kingdom	(84-24424 September 27, 1984)	Manganese Carbonate Additive For Manganese Dioxide-Containing Nonaqueous Cells
Hong Kong	(No number April 19, 1984)	Permanganate Process For the Production of Manganese Dioxide From Manganous Salts
Japan	(84-205472 September 29, 1984)	Permanganate Process For the Production of Manganese Dioxide From Manganous Salts
Singapore	(No number April 19, 1984)	Permanganate Process For the Production of Manganese Dioxide From Manganous Salts
United Kingdom	(84-24599 September 28, 1984)	Permanganate Process For the Production of Manganese Dioxide From Manganous Salts
Hong Kong	(No number July 13, 1984)	Organic electrolyte For Nonaqueous Cells
Japan	(84-282021 December 27, 1984)	Organic Electrolyte For Nonaqueous Cells
Singapore	(No number July 13, 1984)	Organic Electrolyte For Nonaqueous Cells
United Kingdom	(84-32617 December 27, 1984)	Organic Electrolyte For Nonaqueous Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	(EPC filed September 28, 1984)	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
Hong Kong	(No Number April 18, 1984)	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
Japan	(84-202886 September 27, 1984)	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
Singapr	(No Number April 18, 1984)	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
Spain	547217 September 23, 1985	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
Spain	547220 September 23, 1985	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
U. King	(ErC Filed September 28, 1984)	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
W. Germ	(EPC Filed September 28, 1984)	Galvanic Cells Having Encapsulated Electrodes and Process for the Production Thereof
Belgium	901374 December 21, 2004	Leak Resistant Galvanic Cell and Process for the Production Thereof
Hong Kong	(No Number July 6, 1984)	Leak Resistant Galvanic Cell and Process for the Production Thereof
Japan	84-270544 December 21, 1984	Leak Resistant Galvanic Cell and Process for the Production Thereof

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapr	(No Number July 6, 1984)	Leak Resistant Galvanic Cell and Process for the Production Thereof
U. King	84-32530 December 21, 1984	Leak Resistant Galvanic Cell and Process for the Production Thereof
France	85-09987 June 28, 1985	Manganese Dioxide and Process for the Production Thereof
Hong Kong	(No Number January 15, 1985)	Manganese Dioxide and Process for the Production Thereof
Japan	85-142407 June 28, 1985	Manganese Dioxide and Process for the Production Thereof
Singapr	(No Number January 15, 1985)	Manganese Dioxide and Process for the Production Thereof
U. King	85-16393 June 28, 1985	Manganese Dioxide and Process for the Production Thereof
Belgium	901373 December 24, 2004	Galvanic Cell Having a Saturated Fluorocarbon Plasma-treated Sealing Gasket
Hong Kong	(No Number July 6, 1984)	Galvanic Cell Having a Saturated Fluorocarbon Plasma-treated Sealing Gasket
Japan	84-270545 December 21, 1984	Galvanic Cell Having a Saturated Fluorocarbon Plasma-treated Sealing Gasket
Singapr	(No Number July 6, 1984)	Galvanic Cell Having a Saturated Fluorocarbon Plasma-treated Sealing Gasket
U. King	84-32529 December 21, 1984	Galvanic Cell Having a Saturated Fluorocarbon Plasma-treated Sealing Gasket

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
EPC	(85107357.7 June 14, 1985)	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
France	(EPC Filed June 14, 1985)	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
Hong Kong	(No Number December 13, 1984)	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
Japan	85-142408 June 28, 1985	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
Singapr	(No Number December 13, 1984)	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
U. King	(EPC Filed June 14, 1985)	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
W. Germ	(EPC Filed June 14, 1985)	Metal Cathode Carrier Having a Protective Surface Layer of a Metal Oxide
EPC	(85304622.5 June 28, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cell's
Belgium	(EPC Filed June 28, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
France	(EPC Filed June 28, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
Hong Kong	(No Number January 15, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
Japan	85-142409 June 28, 1985	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
Singapr	(No Number January 15, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Switzld	(EPC Filed June 28, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
U. King	(EPC Filed June 28, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
W. Germ	(EPC Filed June 28, 1985)	Vermiform Expanded Graphite Conductor for Silver Oxide Cells
EPC	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
France	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
Hong Kong	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
Japan .	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
Singapr	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
U. King	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
W. Germ	(No Number June 6, 1985)	Nonaqueous Cell Employing a Cathode-Electrolyte Solution Containing a Boron-containing Additive
EPC	(No Number June 18, 1985)	Suspension Bath and Process or Production of Electrolytic Manganese Dioxide
Belgium	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Brazil	PI-85-05427 October 30, 1985	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
Canada	485898-1 June 28, 1985	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
France	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
Hong Kong	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
India	0914/DEL/85 October 31, 1985	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
Japan	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
Singapr	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
Switzld	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
U. King	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide
W. Germ	(No Number June 18, 1985)	Suspension Bath and Process for Production of Electrolytic Manganese Dioxide

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
EPC	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Argent	(302249 November 13, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Austral	(85-49869 November 13, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Belgium	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Brazil	(PI-85-05715 November 13, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Canada	(485901-4 June 28, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Denmark	(85-05237 November 13, 1985)	Thermoformed Film Member Vent for Galvanic Cells
France	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Hong Kong	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
India	(0943/DEL/85 November 13, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Italy	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Japan	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Singapr	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
Switzld	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
U. King	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells
W. Germ	(No Number June 18, 1985)	Thermoformed Film Member Vent for Galvanic Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIT. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	(No Number December 11, 1985)	Double-grooved Gasket for Galvanic Cells
Hong Kong	(No Number December 11, 1985)	Double-grooved Gasket for Galvanic Cells
Japan	(No Number December 11, 1985)	Double-grooved Gasket for Galvanic Cells
Singapr	(No Number December 11, 1985)	Double-grooved Gasket for Galvanic Cells
U. King	(No Number December 11, 1985)	Double-grooved Gasket for Galvanic Cells
EPC	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell
France	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell
Hong Kong	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell
Japan	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell
Singapr	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell
Spain	(547221 September 23, 1985)	Hermetic Seal for an Electro- chemical Cell
U. King	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell
W. Germ	(No Number October 10, 1985)	Hermetic Seal for an Electro- chemical Cell

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
EPC	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Australia	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Belgium	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Brazil	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Canada	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
France	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Hong Kong	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Japan	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Singapore	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
Switzerland	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
United Kingdom	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
W. Germany	(No Number December 11, 1985)	Vitreous Solid Lithium Cation Conductive Electrolyte
EPC	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Australia	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Belgium	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Brazil	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Canada	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
France	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Hong Kong	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Japan	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Singapore	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Switzerland	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
United Kingdom	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
W. Germany	(No Number December 11, 1985)	Quaternary Vitreous Solid Lithium Cation Conductive Electrolyte
Canada	868553 April 13, 1988	Fuel Cell Electrode
Canada	819251 July 29, 1986	Current Collectors For Fuel Cells
Canada	814570 June 3, 1986	Spinel-Ruthenium Catalyzed Electrode
Canada	814569 June 3, 1986	Simultaneous Catalysts and Wetproofing of Carbon- Containing Electrodes
Canada	826250 October 28, 1986	Multilayer Fuel Cell Electrode
Canada	830598 December 23, 1986	Process for Supplying Hydrogen and Oxygen to Fuel Cells

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	809588 April 1, 1986	Hydrogen Generator
Canada	837494 March 24, 1987	Hydrogen Generator
Canada	850778 September 1, 1987	Method and Apparatus For Cleaning Fuel Cell Electrolytes
Canada	852327 September 22, 1987	Improved Anode and Sensing Cell for Hydrazine Cell
Canada	913715 October 31, 1989	A High Efficiency High Power DC Series Type Voltage Regulator
Canada	921113 February 13, 1990	Two-Layer Fuel Cell Electrode
Canada	892200 February 1, 1989	Hydrazine Concentration Sensing Cell For Fuel Cell Electrolyte

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Canada	806282 February 11, 1986	Flashlight Lock-Off Switch
Canada	842061 May 19, 1987	Portable Electric Hand Lantern
Canada	899977 May 9, 1989	Portable Electric Hand Lantern
Canada	824257 September 30, 1986	Magnet Device
France	1564286 April 30, 1988	Magnet Device
Hg Kong	70-00209 April 30, 1988	Magnet Device
U. Kingdom	1157399 April 30, 1988	Magnet Device
Canada	886146 November 16, 1988	Portable Electric Lantern W/Swivel Lamp Assembly
Canada	884485 October 26, 1988	Waterproof Lantern With Novel Reflector Assembly
Australia	485157 August 30, 1989	Portable Flourescent Lantern
Canada	988483 May 4, 1993	Portable Flourescent Lantern
Hg Kong	76-00738 August 30, 1993	Portable Flourescent Lantern
Japan	1376960 August 30, 1988	Portable Flourescent Lantern
Singapr	76-00569 August 30, 1993	Portable Flourescent Lantern
U. Kingdom	1371598 August 30, 1993	Portable Flourescent Lantern
W. Germany	2343274.8-9 August 28, 1991	Portable Flourescent Lantern

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Argentina	204242 December 10, 1990	Push Button Switching Module For Flashlights
Australia	488447 March 21, 1990	Push Button Switching Module For Flashlights
Brazil	PI-7402181 March 21, 1989	Push Button Switching Module For Flashlights
C. Rica	(2736 March 21, 1974)	Push Button Switching Module For Flashlights
Canada	1003805 January 18, 1994	Push Button Switching Module For Flashlights
France	74-09661 March 21, 1994	Push Button Switching Module For Flashlights
Greece	57838 March 21, 1989	Push Button Switching Module For Flashlights
India	141753 March 22, 1988	Push Button Switching Module For Flashlights
Italy	1005853 March 21, 1994	Push Button Switching Module For Flashlights
Japan	925059 February 8, 1993	Push Button Switching Module For Flashlights
Mexico	135992 June 6, 1987	Push Button Switching Module For Flashlights
U. Kingdom	1456578 March 21, 1994	Push Button Switching Module For Flashlights
Australia	64002 November 1, 1988	Portable Flashlight
C. Rica	(2740 March 29, 1974)	Portable Flashlight
Ecuador	(73-00262 December 27, 1973)	Portable Flashlight
Greece	57406 November 8, 1988	Portable Flashlight

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
India	141406 November 7, 1988	Portable Flashlight
Japan	429516 April 22, 1991	Portable Flashlight
U. Kingdom	964525 October 30, 1988	Portable Flashlight
W. Germany	MR-09382 November 7, 1988	Portable Flashlight
Australia	64003 November 1, 1988	Portable Flashlight
C. Rica	(2741 March 29, 1974)	Portable Flashlight
Ecuador	(73-00263 December 27, 1973)	Portable Flashlight
Greece	57405 November 8, 1988	Portable Flashlight
India	141407 November 7, 1988	Portable Flashlight
Japan	442111 November 10, 1991	Portable Flashlight
U. Kingdom	964526 October 30, 1988	Portable Flashlight
W. Germany	MR-09383 November 7, 1988	Portable Flashlight
Argentina	25988 August 12, 1989	Flashlight
Australia	65345 May 15, 1989	Flashlight
C. Rica	(2829 August 1, 1974)	Flashlight
Colombia	1461 December 2, 1988	Flashlight

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Ecuador	(74-00172 August 27, 1974)	Flashlight
France	114202 August 2, 1999	Flashlight
Greece	58500 August 2, 1989	Flashlight
India	142117 August 2, 1989	Flashlight
Japan	450005 February 24, 1992	Flashlight
U. Kingdom	967535 May 15, 1989	Flashlight
Venezuela	1376 July 15, 1986	Flashlight
W. Germany	MR-10009 July 20, 1989	Flashlight

FOREIGN PATENTS AND APPLICATIONS

OWNED BY UNION CARBIDE CORPORATION (Cont'd)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Argentina	211102 October 31, 1992	A Flashlight Having A Push Button Switch Means
Australia	500532 September 3, 1991	A Flashlight Having A Push Button Switch Means
Brazil	PI-7505634 September 3, 1990	A Flashlight Having A Push Button Switch Means
C. Rica	(2992 September 3, 1975)	A Flashlight Having A Push Button Switch Means.
Canada	1041974 November 7, 1995	A Flashlight Having A Push Button Switch Means.
Colombia	(150404 March 4, 1975)	A Flashlight Having A Push Button Switch Means.
France	75-27065 September 3, 1995	A Flashlight Having A Push Button Switch Means.
Greece	59664 September 3, 1990	A Flashlight Having A Push Button Switch Means.
Hg. Kong	79-00131 September 3, 1995	A Flashlight Having A Push Button Switch Means.
India	(1701/CAL/75 September 3, 1975)	A Flashlight Having A Push Button Switch Means.
Italy	1044475 September 3, 1995	A Flashlight Having A Push Button Switch Means.
Japan	1066385 September 3, 1995	A Flashlight Having A Push Button Switch Means.
Mexico	3285 August 18, 1990	A Flashlight Having A Push Button Switch Means.
U. Kingdom	1520016 September 3, 1995	A Flashlight Having A Push Button Switch Means.
Venezuela	35144 April 1, 1987	A Flashlight Having A Push Button Switch Means.

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd)

BOOK 500 PAGE 305

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
W. Germany	2538894.7-9 September 2, 1993	A Flashlight Having A Push Button Switch Means.
Argentina	27390 February 28, 1990	Flashlight
Australia	66574 August 29, 1989	Flashlight
C. Rica	(2920 February 7, 1975)	Flashlight
Colombia	(150297 February 28, 1975)	Flashlight
France	73667 February 28, 2000	Flashlight
Greece	58985 February, 28, 1990	Flashlight
Japan	502805 February 27, 1994	Flashlight
U. Kingdom	969827 August 29, 1989	Flashlight
Venezuela	1362 July 14, 1986	Flashlight
W. Germany	MR-10539 February 14, 1990	Flashlight
Argentina	27391 February 28, 1990	Flashlight
Australia	66573 August 29, 1989	Flashlight
C. Rica	(2921 February 7, 1975)	Flashlight
Colombia	(150298 February 28, 1975)	Flashlight
Greece	58983 February 28, 1990	Flashlight

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Japan	502805 February 27, 1994	Flashlight
U. Kingdom	969825 August 29, 1989	Flashlight
Venezuela	1361 July 14, 1986	Flashlight
W. Germany	MR-10540 February 14, 1990	Flashlight
Argentina	27392 February 28, 1990	Flashlight
Australia	66572 August 29, 1989	Flashlight
C. Rica	(2922 February 7, 1975)	Flashlight
Colombia	(150299 February 28, 1975)	Flashlight
Greece	58984 February 28, 1990	Flashlight
Italy	013515 February 28, 1995	Flashlight
Japan	490569 September 20, 1993	Flashlight
U. Kingdom	969826 August 29, 1989	Flashlight
Venezuela	1360 July 14, 1986	Flashlight
W. Germany	MR-10541 February 14, 1990	Flashlight
Argentina	217395 March 31, 1990	A Flashlight Having A Magnet-Switch Combination
Australia	493992 September 25, 1991	A Flashlight Having A Magnet-Switch Combination.
Brazil	PI-7506192 September 25, 1990	A Flashlight Having A Magnet-Switch Combination.

FOREIGN PATENTS AND APPLICATIONS

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OWNED BY UNION CARBIDE CORPORATION (Cont'd)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
C. Rica	2171 December 2, 1992	A Flashlight Having A Magnet-Switch Combination
Canada	1060410 August 14, 1996	A Flashlight Having A Magnet-Switch Combination
France	75-29398 September 25, 1995	A Flashlight Having A Magnet-Switch Combination
Greece	59702 September 25, 1990	A Flashlight Having A Magnet-Switch Combination
Hg Kong	79-00676 September 25, 1995	A Flashlight Having A Magnet-Switch Combination
India	(1846/CAL/75 October 8, 1975)	A Flashlight Having A Magnet-Switch Combination
Italy	1056129 September 25, 1995	A Flashlight Having A Magnet-Switch Combination
Japan	1028077 April 26, 1995	A Flashlight Having A Magnet-Switch Combination
Mexico	140814 December 12, 1989	A Flashlight Having A Magnet-Switch Combination
U. Kingdom	1528185 September 25, 1995	A Flashlight Having A Magnet-Switch Combination
Venezuela	35105 March 31, 1987	A Flashlight Having A Magnet-Switch Combination
W. Germany	2542703.6-9 September 25, 1993	A Flashlight Having A Magnet-Switch Combination
U. Kingdom	1017710 September 1, 1998	Lantern
Afric U	4178 September 21, 1992	Apparatus For Casting Metal
Argentina	191718 November 27, 1987	Apparatus For Casting Metal
Australia	465686 September 21, 1988	Apparatus For Casting Metal

FOREIGN PATENTS AND APPLICATIONS

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OWNED BY UNION CARBIDE CORPORATION (Cont'd)

<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Brazil	PI-7206545 September 21, 1987	Apparatus For Casting Metal
Canada	967718 May 20, 1992	Apparatus For Casting Metal
Colombia	19406 January 31, 1990	Apparatus For Casting Metal
Ghana	76-01434 September 21, 1988	Apparatus For Casting Metal
Greece	46597 September 21, 1987	Apparatus For Casting Metal
India	137035 September 21, 1986	Apparatus For Casting Metal
Indonesia	(72-03951 September 21, 1972)	Apparatus For Casting Metal
Iran	10723 September 21, 1992	Apparatus For Casting Metal
Kenya	P-2590 September 21, 1988	Apparatus For Casting Metal
Malaya	76-00029 September 21, 1992	Apparatus For Casting Metal
Mexico	133129 September 22, 1987	Apparatus For Casting Metal
N. Zealand	168460 September 21, 1988	Apparatus For Casting Metal
Pakistan	123929 September 21, 1988	Apparatus For Casting Metal
Phil R	10012 July 13, 1993	Apparatus For Casting Metal
Sabah	76-00006 September 21, 1992	Apparatus For Casting Metal
Sarawak	76-00909 September 17, 1988	Apparatus For Casting Metal

FOREIGN PATENTS AND APPLICATIONS
OWNED BY UNION CARBIDE CORPORATION (Cont'd)

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<u>COUNTRY</u>	<u>PAT. NO. & EXPIR. DATE OR (SER. NO. & FILING DATE)</u>	<u>TITLE</u>
Singapr	75-00482 September 21, 1992	Apparatus for Casting Metal
Sri Lka	7467 September 21, 1987	Apparatus for Casting Metal
U. Kingdom	1394716 September 21, 1992	Apparatus for Casting Metal
Canada	44309 October 10, 1988	Rechargeable Battery Checker
Australia	519995 March 20, 1994	A Multi-Cell Battery Charger
Canada	1093637 January 13, 1998	A Multi-Cell Battery Charger
W. Germany	2812345.7-9 March 21, 1998	A Multi-Cell Battery Charger
Canada	1097405 March 10, 1998	Rechargeable Cell Checker
Australia	(81-68777 March 26, 1981)	A Multi-Cell Battery Charger
Canada	1152150 August 16, 2000	A Multi-Cell Battery Charger
W. Germany	(P3110629.3 March 19, 1981)	A Multi-Cell Battery Charger
Brazil	PI-8105196 August 13, 1996	Lighting Device With Dynamic Bulb Positioning
Canada	1161812 February 7, 2001	Lighting Device With Dynamic Bulb Positioning
Hg Kong	No Number April 8, 1981	Lighting Device With Dynamic Bulb Positioning
Mexico	149939 February 10, 1994	Lighting Device With Dynamic Bulb Positioning
U. Kingdom	2082746 August 14, 2001	Lighting Device With Dynamic Bulb Positioning
Canada	832428 January 20, 1987	Electrolyte For Solions

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGYPart 1 - Patents and Technology to be Transferred
to Buyer Pursuant to Article 1.1 (vi)(e) United States and Foreign Patents
Owned by Sony Eveready-(UCC Licensee)

<u>Country</u>	<u>Patent No. and Expiration Date or (Serial No. and Filing Date)</u>	<u>Title</u>	
USA	4,370,395	1-25-2000	Alkaline Cell
Argent	224,826	1-15-1997	
Austral	(81-71298	6-03-1981)	
Belgium	0041402(BE)	6-03-2001	
Brazil	PI-8103460	6-02-1996	
Canada	1,163,317	3-06-2001	
France	0041402(FR)	6-03-2001	
HG Kong	85-00457	6-03-2001	
India	(0356/DEL/81	6-03-1981)	
Japan	(80-075286	6-04-1980)	
Mexico	(187629	6-03-1981)	
Singapr	85-00230	6-03-2001	
Switzld	0041402(CH)	6-03-2001	
U. King	0041402(UK)	6-03-2001	
W. Germ	3166572.1-8	6-03-2001	
USA	4,405,698	9-20-2000	
Austral	543,968	4-08-1997	
Brazil	PI-8108155	4-08-1996	
France	0049295(FR)	4-08-2001	
Japan	(80-046584	4-09-1980)	
Switzld	(81-0G047-1	12-08-1981)	
U. King	2086447	4-08-2001	
W. Germ	(P3142248.9	12-08-1981)	
Japan	(12-06-1983)	Lithium Cell
USA	(12-09-1985)	Anode for Alkaline Ce

DISCLOSURE SCHEDULE II
PATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be Transferred
to Buyer pursuant to Article 1.1 (vi)

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(f) United States and Foreign Patents
Owned by Sonca Industries, Ltd. (UCC Licensee)

<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K. Together with H.K. Registration Cert.	1273571	11th Nov. 1999	Improvements in or relating to hand torches.
U.K.	Complete specification for Patent No. 23720/73 and No. 35950/54 in the name of V.K. Song & Co. Ltd. - 16/8/54.		
U.S.A.	4150323	17th April 1996	Intensity Control of Fluorescent Lamps.
U.K. Together with H.K. Registration Cert.	1571564	11th May 1998	Invert Circuit for Fluorescent Lamps.
U.S.A.	4220304	2nd Sept. 1997	Attachment for electric torches-Magnetic Gripper.
U.K. Together with H.K. Registration Cert.	1570277	3rd Sept. 2000	Fluorescent Lamp Arrangement.
U.K. Together with H.K. Registration Cert.	1591215	11th May 1998	Inverter Circuit for Fluorescent Lamps.
U.K. Together with Hong Kong Registration Certificate	1594054	31st May 1998	"Magnetic Gripper"
U.S.A.	4293896	6th Oct. 1998	Battery Operated Lantern (corres. G.B. Appln. 30445/78)

Part 1 (f) Continued

<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K. Together with H.K. registration Certificate	2026675	20th July 1999	Improvements Relating to Lanterns, Torches and other Lights. "Torch with Swivelling Reflector"
New Zealand	187715	28th June 1995	An attachment for Electric Torches. (Discontinued)
U.K. Together with H.K. Registration Certificate	2026674	5th July, 1999	Improvements in or relating to battery-operated lanterns.
U.K. Together with H.K. Registration Certificate	2039355	21st Dec. 1999	Improvements in or relating to lanterns and flashlights.
U.S.A.	4403182	6th Sept. 2000	Dry-Cell Holders
U.K. Together with H.K. Registration Certificate	2090396	10th Dec. 2001	Improvements Relating to Lanterns
U.K. Together with H.K. Registration Certificate	2089104	8th Oct. 2001	Improvements relating to Dry-cell Holders
U.K.	2097465	21st April 2002	Improvements in Lanterns and other appliances having adjustable stands and/or carrying handles.
U.K.	2113937	20th Jan. 2003	Improvements relating to inverter circuits.

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be Transferred
to Buyer pursuant to Article 1.1 (vi)(g) United States and Foreign Design Patents
Owned by Sonca Industries, Ltd. (UCC Licensee)

<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	954411	November 9, 1986	Portable Fluorescent Lantern
U.K.	958192	July 4, 1987	Slide Switch (ER 3803/Sonca 3110)
U.K.	957205	April 27, 1987	A Hand Torch
U.K.	960614	December 20, 1987	A Flashlight (Flat Pocket Light using Flat Battery)
U.K.	962449	May 2, 1988	A Hand Torch Sonca 3220/2220
U.K.	962450	May 2, 1988	A Hand Torch Sonca 5220
U.K.	962621	May 18, 1988	Fluorescent Lantern Sonca 8300
U.K.	964194	September 28, 1988	Mirror Lite ER 533 Sonca 53300
U.K.	964195	September 28, 1988	Portable Table Lite ER 535 Sonca 53500
U.K.	964196	September 28, 1988	Wireless Lite ER 534 Sonca 53400
U.K.	964471	October 24, 1988	Fluorescent Lantern 8400
U.K.	962982	June 20, 1988	A Switch slide used on 5220/3220/2220
U.K.	968955	December 16, 1989	Globe Lite ER 537
U.K.	973082	October 31, 1990	Wall Lite ER 538
U.K.	973567	December 8, 1990	Fluorescent Lantern ER 85, ER 85L
U.K.	973990	January 16, 1991	3D Aluminum Flashlight ER 3653

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	973991	January 16, 1991	2D Aluminum Flashlight ER 3613
U.K.	973992	January 16, 1991	2C Aluminum Flashlight ER 3623
U.K.	973867	January 5, 1991	Blow-Mould Lantern Sonca 6700
U.K.	974196	January 29, 1991	9" Fluorescent Lantern (ER 86/5209)
U.K.	974479	February 16, 1991	Battery Charger
U.K.	973866	January 5, 1991	Tubular Fluorescent Lantern ER 81
U.K.	976775	August 9, 1991	General Lantern (Bicycle Lamp ER 77)
U.K.	981941	October 17, 1992	Bicycle Rear Lite
U.K.	981942	October 17, 1992	2-D Rubber Lite ER 3523
U.K.	981016	August 3, 1992	Skipper Lantern
U.K.	982172	November 4, 1992	Magnetic Gripper (Old version without a hole on it)
U.S.A.	D-247990	May 23, 1992	ER 80 (corresponding to U.K. Design No. 974196,
U.K.	983965	March 29, 1993	SONCA 8700
U.K.	984226	April 14, 1993	Spotlite Lantern
U.K.	984227	April 14, 1993	Flasher Lantern
U.K.	983983	March 30, 1993	Burglar Alarm
U.K.	983966	March 29, 1993	ER 88
U.K.	985408	July 11, 1993	Incandescent Lantern with Lantern Battery

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	985409	July 11, 1993	Incandescent Lantern with D-size Battery
U.K.	985657	July 27, 1993	SONCA 9200
U.K.	985814	August 7, 1993	Plastic Economy Lite
U.K.	985815	August 7, 1993	Plastic Economy Lite
U.K.	986199	September 1, 1993	Circular Magnetic Lantern
U.K.	982597	December 13, 1992	Dolphin Mark II Lantern
New Zealand	15488	December 13, 1992	Dolphin Mark II Lantern (Corres. GB No. 982597)
U.K.	987723	December 19, 1993	Plastic Blinker Lantern
Australia	75163	January 9, 1993	Magnet Attachment for Electric Torch - Magnetic Gripper
U.K.	987724	December 19, 1994	Incandescent Plastic Lantern
U.K.	984928	June 5, 1994	An Electric Torch - Focusing Lite
U.K.	984929	June 5, 1994	An End Cap for Electric Torch
U.K.	984927	June 5, 1994	Lens Ring for Focusing Lite
U.K.	989716	April 27, 1994	A Flashlight
Australia	74811	December 13, 1992	Dolphin Mark II Lantern
U.K.	982892	January 9, 1993	A Magnet Attachment for an Electric Torch
New Zealand	15550	January 9, 1993	A Magnet Attachment for Electric Torch - Magnetic Gripper
U.K.	989717	April 27, 1994	Strobe Lite - ER 550

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
W. Germany	MR15344	April 27, 1994	2D Focusing Lite
U.K.	990608	July 5, 1994	Combined Torch & Pendant for Attachment to Key Ring
U.K.	991414	September 4, 1994	Incandescent Plastic Lantern II - ER 69
U.K.	991415	September 4, 1994	Plastic Blinker Lantern - ER 79
U.K.	992735	December 7, 1994	Modified Incandescent Lantern ER 69
U.K.	992736	December 7, 1994	Modified Blinker Lantern ER 79
U.K.	993844	February 28, 1995	New Incandescent/Blinker Lantern
U.K.	994616	April 24, 1995	A Battery Charger
U.K.	992756	December 10, 1994	A Floating Lite Associated with British Design Registration No. 989716 dated 27/4/79
U.K.	995304	June 13, 1995	Fluorescent Lantern with 360° illumination
U.S.A.	D-255612	June 24, 1994	Dolphin Mark II Lantern corresponding to British Design No. 982597
U.K.	994830	May 9, 1995	Triangular Lantern with Spotlight (Associated with British Design No. 988025)
U.K.	994831	May 9, 1995	Triangular Lantern (Associated with British Design No. 986200) (Discontinued)
U.S.A.	D-256285	August 5, 1994	Lantern (corresponding British Design No. 981016 - Skipper Lantern)

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.S.A.	D-256278	August 5, 1994	Lantern (corresponding British Design No. 983966 - ER 88 Lantern)
U.K.	997065	October 15, 1995	Table Lantern - ER 541
U.K.	997491	November 10, 1995	2D Rubber Lite
U.K.	997492	November 10, 1995	A Table Lamp - 54200 (Associated with British Design No. 997065 dated 15/10/80)
U.K.	998100	December 15, 1995	A Combined Torch & Lantern (Triangular-shaped Combined Torch & Lantern)
U.K.	998101	December 15, 1995	A Combined Torch & Lantern (Circular-shaped Combined Torch & Lantern)
U.K.	998102	December 15, 1995	Square-shaped Combined Torch & Lantern
U.K.	998478	January 16, 1996	Multi-function Fluorescent Lantern
U.S.A.	D-258011	January 20, 1995	Magnet Holder for Electric Torch (corresponding British design No. 982892)
U.K.	1003429	November 5, 1996	A Combined Lantern & Flashlight (Mini Fluorescent Lantern with Spotlight)
U.K.	1003597	November 13, 1996	An Incandescent Lantern
U.K.	1004752	January 21, 1997	An Electronic Guard Device
U.K.	1007341	June 21, 1997	A combined Lantern & Torch (4AA Fluorescent Lantern)

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	1007380	June 23, 1997	A Flashlight (2AA-celis Pocket Flashlights)
U.K.	1007593	July 7, 1997	A Flashlight (4D Plastic Injection Lantern with End Loading)
U.S.A.	D-263507	March 23, 1996	Lantern (Incandescent Plastic Lantern ER 69) Corres. British 991414
U.S.A.	D-263630	March 30, 1996	Lantern (Plastic Blinker Lantern ER79) Corres. British 991415
U.K.	1009876	November 23, 1997	A Burglar Alarm
U.K.	1011415	February 11, 1998	A Flashlight Bulb (Flashlight Bulb 1) (Superbrite Argon Bulbs)
U.K.	1011416	February 11, 1998	A Flashlight (Flashlight Bulb 2) (Superbrite Argon Bulbs)
U.K.	1012011	March 16, 1998	A Flashlight (2D cell Series A)
U.K.	1012012	March 16, 1998	A Flashlight (2D cell Series B)
U.K.	1012013	March 16, 1998	A Flashlight (2D cell Series C)
U.K.	1012014	March 16, 1998	A Flashlight (2D cell Series D)
U.K.	1012015	March 16, 1998	A Flashlight (2D cell Series E)
U.K.	1012016	March 16, 1998	A Flashlight (3D cell Series A)
U.K.	1012017	March 16, 1998	A Flashlight (3D cell Series B)
U.K.	1012018	March 16, 1998	A Flashlight (3D cell Series C)

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	1012019	March 16, 1998	A Flashlight (3D cell Series D)
U.K.	1012020	March 16, 1998	A Flashlight (3D cell Series E)
U.K.	1013150	May 19, 1998	A Flashlight (Heavy Duty Industrial Lite 2D)
U.K.	1013151	May 19, 1998	A Flashlight (Heavy Duty Industrial Lite 3D)
U.K.	1013152	May 19, 1998	A Flashlight (Waterproof Rubber Lite 2D)
U.K.	1013153	May 19, 1998	A Flashlight (Waterproof Rubber Lite 3D)
U.K.	1013154	May 19, 1998	A Penlight (Penlight 2-AAA/2-AA)
U.K.	1015859	October 25, 1998	A Combined Lantern Flashlight and Warning Lamp (ER9450) (4D Fluorescent Lantern/Spotlite/Blinker)
U.K.	1016034	November 1, 1998	A Flashlight (2AA Plastic Pocketlite)
U.K.	1016063	November 2, 1998	A Lamp (Plastic Angular-Lite)
U.K.	1016188	November 9, 1998	A Combined Lantern Spotlight and Warning (4D cells Multi-Function Fluorescent Lantern)
U.K.	1017235	January 10, 1999	A Combined Flashlight and Strobe Light (2D Strobe-lite with Spotlite)
U.K.	1017481	January 23, 1999	2C Plastic Lite

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	1019122	April 16, 1999	A Flashlight - 3AA Plastic Pocket Lite
U.K.	1019763	May 18, 1999	A Lamp e.g. for a bicycle (2D Cells Cycle-lite)
U.K.	1020387	June 19, 1999	A Flashlight (2D Economy Lock-seam Lite)
U.K.	1020501	June 25, 1999	A Flashlight (2D Plastic Lite)
U.K.	1022422	October 3, 1999	A Flashlight (Rechargeable Lite 2AA Batteries)
U.K.	1022477	October 5, 1999	A Flashlight (2D cells Economy Lock-seam lite)
U.K.	1022478	October 5, 1999	A Flashlight (2D Economy Plastic Lite)
U.K.	1023030	November 1, 1999	A Flashlight (2AA Plastic Pocket Lite)
U.K.	1023702	December 4, 1999	A Flashlight (3D Powerful Spotlite small head)
U.K.	1023703	December 4, 1999	A Flashlight (2AA Aluminium Penlite)
U.K.	1023704	December 4, 1999	A Flashlight (1AA Aluminium Miniature Lite)
U.K.	1023705	December 4, 1999	A Flashlight (2D Standard Searchlite Large Head)
U.K.	1023706	December 4, 1999	A Flashlight (5D Powerful Searchlite Large Head)
U.K.	1023707	December 4, 1999	A Flashlight (3D Powerful Searchlite Large Head)

Part 1 (g) Cont.

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<u>Country</u>	<u>Patent Number</u>	<u>Date of Expiration</u>	<u>Title</u>
U.K.	1023889	December 11, 1999	A Flashlight (3D Aluminium Lite)
U.K.	1024399	January 14, 2000	A Flashlight (Modified 3D cells Aluminium Lite)
U.K.	1024549	January 21, 2000	A Flashlight (2D cells Economy Plastic Lite)
U.K.	1024833	February 5, 2000	A Flashlight (2D cells Small Head Plastic Lite)
U.K.	1024834	February 5, 2000	A Flashlight (3D cells Plastic Lite)
U.K.	1024859	February 6, 2000	A Lantern (4AA Fluorescent/Spotlite Lantern)
U.S.A.	279.821	July 23, 1999	A Combined Lantern and Torch
U.K.	1026961	May 23, 2000	A Flashlight (2AA Compact Light)
U.K.	1027041	May 29, 2000	A Flashlight (2AA Pocket Lite)
U.K.	1027279	June 11, 2000	A Flashlight (3D focusing lite)
U.K.	1027280	June 11, 2000	A Flashlight (2AA Aluminium penlite)
U.K.	1027278	June 11, 2000	A Combined Lantern and Flashlight (4D cells multi-function fluorescent lantern)

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

BOOK 500 PAGE 412

Part 1 - Patents and Technology to be Transferred
to Buyer Pursuant to Article 1.1 (vi)

(h) Patents Owned by Union Carbide
Canada Ltd. (UCC Licensee)

<u>U.S. Patent Number</u>	<u>Expiration</u>	<u>Title</u>
3438878	April 15, 1986	Simultaneous Refining of Zinc and Manganese Dioxide
3510259	May 5, 1987	Simultaneous Leaching of Zinc and Manganese Ores
4239840	December 16, 1997	Pressure Contact Construction for Drycell Batteries

DISCLOSURE SCHEDULE II
 PATENTS AND TECHNOLOGY

BOOK 500 PAGE 413

Part 1 - Patents and Technology to be transferred
 to Buyer pursuant to Article 1.1 (vii)

(i) United States and Foreign Patents
 Owned by Varta A.G. - (UCC Licensee)

Country	Patent No. and Expiration Date or (Serial No. and Filing Date)	Title
* USA Canada	3,526,822 9-01-1987 (977,567 12-08-1966)	Storage Battery Cell and Storage Battery
USA Canada	(661,126 12-12-1966) (977,725 12-12-1966)	Electric Cell
USA Canada	3,457,111 7-22-1986 830,060 12-16-1986	Alkaline Storage Battery
Canada	832,107 1-13-1987	Control Device
USA Canada	3,516,879 6-23-1987 819,895 8-05-1986	Safety Valve for Electric Storage Cell
USA Canada	3,483,043 12-09-1986 (002,995 10-19-1967)	Casing for Electrode Assemblies of Electric Storage Cells
USA Canada	3,476,286 11-04-1986 (002,996 10-19-1967)	Housing for Electrical Storage Cells & Method of Producing Same
Canada	854,340 10-20-1987	Sealed Alkaline Storage Battery
USA Canada	3,546,024 12-08-1987 846,942 7-14-1987	Chargeable Seal
Canada	866,356 3-16-1988	Accumulator Cell With Hermetically Sealed Container
USA Canada	3,591,417 7-06-1988 (048,310 4-00-1969)	Improved Nickel Cadmi- Storage Battery
USA Canada	(30,429 4-21-1970) 934,819 10-02-1990	Cobalt Battery Electrode With Added Cadmium for Use in Alkaline Batteries

* Each grouping of patent numbers represents a
 single patent filed in the countries listed.

BOOK 500 PAGE 411

Part 1 (i) Cont.

<u>Country</u>	<u>Patent No. and Expiration Date</u> <u>OR</u> <u>(Serial No. and Filing Date)</u>	<u>Title</u>
USA Canada	3,834,942 9-10-1991 984,452 2-24-1993	Sealed Galvanic Batter Cell and Method for its Manufacture
USA Canada	3,781,657 12-25-1990 (131,490 12-00-1971)	Method and Apparatus for Determining and Indicating the State of Charge of Nickel Cadmium Batteries
USA Canada	3,785,874 1-15-1991 992,140 6-29-1993	Gas-Tightly Closed Galvanic Element
USA	3,783,030 1-01-1991	Galvanic Element
USA Canada	(306,277 11-14-1972) (156,315 11-14-1972)	Alkaline Accumulator Operated in Gas Tightly Sealed condi- tion
Canada	1,001,711 12-14-1993	Electrode and Manu- facturing Method Therefore
Africa U	4795 10-16-1994	Depolarizer Mass for Galvanic Primary Cell
Argent	207,573 10-15-1991	
Austral	488,139 9-19-1990	
C. Rica	(2863 9-00-1974)	
Colomb	(148,098 10-00-1974)	
Ecuador	(74-00239 11-12-1974)	
Ghana	UD status	
Greece	58841 10-18-1989	
Hg Kong	UD status	
Indnsia	(75-05092 2-03-1975)	
Kenya	UD status	
Malaya	UD status	
N. Zeal	175,502 9-24-1990	
Nigeria	(74-00279 10-15-1974)	
Phil R.	(16450 10-24-1974)	
Singapr	UD status	
Sri Lka	7598 10-17-1990	

Part (i) Cont.

<u>Country</u>	<u>Patent No. and Expiration Date</u> OF <u>(Serial No. and Filing Date)</u>		<u>Title</u>
USA	3,963,520	6-15-1993	Primary Cell Corrosion Inhibitor
Argent	(259,807	6-00-1975)	
Austral	(75-82147	6-17-1991)	
Brazil	(PI-75-04220	7-04-1975)	
Canada	1,024,587	1-17-1995	
Japan	(75-078599	6-00-1975)	
Mexico	(159,177	6-24-1975)	
USA	4,124,738	11-07-1995	Seal Construction for Primary Cells
Austral	(77-24713	4-29-1977)	
Canada	1,078,454	5-27-1997	
Hg Kong	UD status		
N. Zeal	183,968	4-29-1993	
Singapr	UD status		

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

Part 1 - Patents and Technology to be Transferred
to Buyer Pursuant to Article 1.1 (vi)

page 1 of 4

(1) Patent and Technology License Agreements with Third Parties

UNION CARBIDE AS LICENSOR:

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LICENSEE</u>
September 20, 1973	Cross-license involving exchange of patents - royalty bearing on some patents	Societe des Accumulateurs Fixes de Traction SAFT Corporation of America 57, rue de Villiers 92200 Neuilly-Sur-Seine France
March 10, 1982	Cross-license royalty bearing to Union Carbide on Oxyhalide Patent	GTE Laboratories Inc. 40 Sylvan Road Waltham, Massachusetts
September 15, 1982	Royalty bearing to Union Carbide on Oxyhalide Patent	Eagle-Picher Industries "C" and Porter Streets P.O. Box 47 Joplin, Missouri
November 1, 1983	Royalty bearing to Union Carbide on Oxyhalide Patent	Medtronic, Inc. 3055 Old Highway Eight Minneapolis, Minnesota
April 15, 1984	Royalty bearing to Union Carbide on Oxyhalide Patent	A/S Hellesens 6 Televovej DK-2860 Soborg, Denmark
June 25, 1984	Royalty bearing to Union Carbide on Oxyhalide Patent	Wilson Greatbatch Ltd. 1000 Wherle Drive Clarence, New York
October 1, 1984	Royalty bearing to Union Carbide on Oxyhalide Patent	Honeywell, Inc. 5640 Smetona Drive Minnetonka, Minnesota

BOOK 500 PAGE 116

(1) Patent and Technology License Agreements with Third Parties

Page 2 of 4

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LICENSEE</u>
June 1, 1985	Cross-license royalty bearing to Union Carbide on Oxyhalide Patent	Pover Conversion Inc. 495 Boulevard Elmwood Park, New Jersey
May 1, 1985	Cross-license royalty bearing to Union Carbide on Oxyhalide Patent	Altus Corporation 1610 Crane Court San Jose, California
March 21, 1985	Limited license on Oxyhalide Patent royalty bearing	Hitschi Maxell, Ltd. 1-1-88 Ushitora Ibaragishi Osaka, Japan
December 20, 1983	Cross-license royalty bearing to Matsushita on CFX Patents	Matsushita Electric Industrial Co., Ltd. 1006 Oaza Kadoma Kadoma Osaka, Japan
January 21, 1986	Royalty bearing to Union Carbide on UCC's U.S. Patent No. 4,163,829 titled "Metallic Reducing Additives for Solid Cathodes for Use in Nonaqueous Cells"	Matsushita Electric Industrial Co., Ltd. 1006 Oaza Kadoma Kadoma Osaka, Japan
July 1, 1971	Cross-license royalty free both parties	Varta Aktiengesellschaft 6233 Kelkheim Ta., Gundelhardstrabe 72 Federal Republic of Germany

BOOK 500 PAGE 417

(1) Patent and Technology License Agreements with Third Parties

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LICENSEE</u>
December 14, 1982	Royalty bearing limited license in Japan under Union Carbide's Oxlyhalide Patent licensed to S/E who in turn sub-licensed to Hitachi	*Hitachi Maxell, Inc. 1-1-88 Ushitora Ibaragi-shi Osaka, Japan
April 20, 1983	Royalty bearing limited license in Japan under Union Carbide's Oxlyhalide Patent licensed to S/E who in turn sub-licensed to Japan Storage Battery Co., Ltd.	*Japan Storage Battery Co., Ltd. 1, Inobanbacho Mishinocho 1, Kisshoin Minami-ku Kyoto, Japan
November 26, 1983	Royalty bearing limited license in Japan under Union Carbide's Oxlyhalide Patent licensed to S/E who in turn sub-licensed to Toishi Battery Co., Ltd.	*Toishi Battery Co., Ltd. 4-1 Minami-Shinagawa 3-chome Shinagawa-ku Tokyo, Japan
December 14, 1985	Royalty bearing limited license in Japan under Union Carbide's Oxlyhalide Patent licensed to S/E who in turn sub-licensed to Toyo Takasago Dry Battery	*Toyo Takasago Dry Battery Tokyo, Japan
March 17, 1986	Termination Agreement - Termination of S/E and Union Carbide Joint Venture (S/E) - S/E and Union Carbide have residual rights and responsibilities surviving the termination of the Joint Venture	

*S/E agreements have been transferred by assignment to UCC.

~~*S/E is presently licensor and if legally permitted agreements should be transferred to UCC.~~

(1) Patent and Technology License Agreements with Third Parties

UNION CARBIDE AS LICENSEE:

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LICENSOR</u>
June 15, 1979	Royalty free cross license (Interference No. 99,858)	Polaroid Corporation 549 Technology Square Cambridge, Massachusetts
June 15, 1979	Royalty free cross license (Interference No. 99,859)	Polaroid Corporation 549 Technology Square Cambridge, Massachusetts
April 1, 1982	Royalty free cross license (Interference No. 100,730)	Duracell International Inc. South Broadway Tarrytown, New York
September 15, 1982	Royalty free on use of Exxon's Patents on Alkali Metal Batteries	Exxon Research and Engineering Company P. O. Box 390 Florham Park, New Jersey
September 1, 1982	Royalty bearing on zinc processing patent when issued	Battelle Development Corp. 505 King Avenue Columbus, Ohio
February 9, 1982	Royalty bearing on C ₂ F Patent	Applied Science Research & Nobuatsu Watanabe 49 Tanaka Ohi-cho Sakyo-ku Kyoto 606, Japan
June 15, 1984	Royalty free on Pellet Measuring Apparatus	Bedford Engineering Corp. 124 South Road Bedford, Massachusetts

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

BOOK 500 PAGE 410

Part 1 - Patents and Technology to be Transferred to Buyer
Pursuant to Article 1.1 (vi)

(k) Technical Service Agreements with Affiliates (New Section
3/14/86)

1. Union Carbide Argentina S.A.I.C.S.

Technical Service Agreement from Union Carbide entered into 1/1/80 covering carbon-zinc, zinc-chloride and associated equipment. Termination 10/17/89.

2. Union Carbide Australia, Limited

Technical Service Agreement from Union Carbide entered into 1/1/72 covering all products in a form suitable for direct retail sale. Termination by 60 days written notice prior to end of 10th year or any subsequent year thereafter.

3. Union Carbide do Brasil S.A.

Technical Service Agreement from Union Carbide dated 11/21/77 covering LeClanche dry cells "950", "1050", "935", "1035", "915", "1015" and flashlight casings. Termination by 60 days written notice.

4. Union Carbide Canada Limited

Technical Service Agreement from Union Carbide entered into 1/1/64 to the extent covering all products manufactured by the Businesses in Canada. Termination by 60 days written notice.

5. Union Carbide Centro Americana, S.A.

Technical Service Agreement from Union Carbide entered into 1/29/76 covering "D", "C", "AA" size LeClanche batteries. Termination 60 days written notice prior to end of 10th year or any subsequent year thereafter.

Part 1(k) (Cont.)

6. Union Carbide Ceylon Limited
Technical Service Agreement from Union Carbide entered into covering zinc calots. Termination 10 years.
7. Union Carbide Columbia S.A.
Technical Service Agreement from Union Carbide entered into 4/1/60 covering batteries for flashlights, radios and telephones. Termination by 60 days written notice.
8. Union Carbide Cote d'Ivoire
Technical Service Agreement from Union Carbide entered into 10/1/70 covering "D", "C", "AA" and multiple carbon zinc dry cell batteries. Termination by 60 days written notice prior to end of 10th year or any subsequent year thereafter.
9. Union Carbide Ecuador, C.A.
Technical Service Agreement from Union Carbide entered into 8/1/68 covering D, AA LeClanche batteries. Termination by 60 days written notice.
10. Union Carbide Egypt S.A.E.
Technical Service Agreement from Union Carbide entered into 4/1/79 covering D, AA LeClanche dry cells. Termination by 60 days written notice.
11. Union Carbide Europe, S.A.
Technical Service Agreement from Union Carbide entered into 3/1/76 covering standard alkaline batteries and current miniature alkaline batteries-monovalent silver oxide and mercuric oxide systems and the divalent silver oxide system. Termination by 60 days written notice prior to end of 10th year or any subsequent year thereafter.

Part 1(k) (Cont.)

BOOK 500 PAGE 421

12. Union Carbide Ghana Limited

Technical Service Agreement from Union Carbide entered into 1/1/69 covering No. 950 "D" size dry cell battery and No. 1050 "D" size dry cell battery for radio and electronic devices. Termination by 60 days written notice prior to end of the 10th year or any subsequent year thereafter.

13. Union Carbide Hellas Industrial Commercial S.A.

Technical Service Agreement from Union Carbide entered into 1/1/68 covering "D" size dry cell batteries No. 950 (flashlight appl.) No. 1050 (electronic appl.) and "A" size dry cell batteries No. 915 (flashlight appl.) No. 1050 (electronic appl.). Termination by 60 days written notice prior to end of 12th year or any subsequent year thereafter.

14. PT Union Carbide Indonesia

Technical Service Agreement from Union Carbide entered into 1/1/69 covering No. 950 "D" size dry cell battery. Termination by 60 days written notice.

15. Union Carbide Kenya Limited

Technical Service Agreement from Union Carbide entered into 1/1/78 covering No. 950 "D" size dry cell battery and No. 1050 "D" size dry cell battery for radio and electronic devices. Termination by 60 days written notice prior to end of the 10th year or any subsequent year thereafter.

16. Union Carbide Malaysia Sdn. Bhd.

Technical Service Agreement from Union Carbide entered into 12/1/60 covering dry cell batteries. Termination by 60 days written notice.

Part 1(k) (Cont.)

BOOK 500 PAGE 422

17. Union Carbide Mexicana SA DE CV

Technical Service Agreement from Union Carbide entered into 12/13/74 covering LeClanche dry cell and batteries, Alkaline Manganese/Zinc Battery finishing, Flashlight cases and lanterns, steel and plastic, Battery Grade Manganese Dioxide, Zinc Calots, Midget Carbon Electrodes, battery parts and components manufacture by UCM. Termination on one years' written notice prior to December 31, 1984 or prior to the end of any subsequent ten year extension period.

18. Union Carbide New Zealand, Limited

Technical Service Agreement from Union Carbide entered into 1/1/71 covering all products in a form suitable for direct retail sale. Termination by 60 days written notice prior to end of 10th year or any subsequent year thereafter.

19. Union Carbide Nigeria Limited

Technical Service Agreement from Union Carbide entered into 1978 covering LeClanche D, C, AA dry cell batteries and Auxiliaries. Termination by 60 days written notice.

20. Union Carbide Philippines, Inc.

Technical Services Agreement from Union Carbide entered into 12/31/78 covering "D", "C", "AA" LeClanche & ZnCl₂ lighting devices. Termination 12/31/83.

21. Union Carbide Singapore Pte. Limited

Technical Service Agreement from Union Carbide entered into 1/1/79 covering "AA", "C", "D", 9v + ZnCl₂, "AA", "C" and "D" Alkaline Cells. Termination 1/1/89.

Part 1(k) (Cont.)

22. Sonca Industries, Limited

Technical Service Agreement from Union Carbide entered into 1/1/67 covering flashlight cases, hand lanterns other battery operated lighting devices, flashlight bulbs and dry cell battery making machinery. Termination by 60 days written notice prior to any anniversary of the agreement.

23. Union Carbide Sudan, Limited

Technical Service Agreement from Union Carbide entered into 10/1/75 covering standard alkaline, min. alkaline (Ag₂O, AgO, HgO). Termination by 60 days written notice.

JEC 0279g 3/20/86

DISCLOSURE SCHEDULE II

BOOK 500 PAGE 424

PATENTS AND TECHNOLOGY

Part 2 - Buyer and Seller Patent-Technology Overlap.

DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

BOOK 500 PAGE 425

Part 2 - Buyer and Seller Patent-Technology Overlaps.
(Revised in full)

A. Buyer Patent-Technology Overlap

None

B. Seller Patent-Technology Overlap

The only Seller Patent-Technology Overlap, as defined in Article 1.2(iii), relates to a solid electrolyte cell system and the method for producing it. One method for assembling the components of the solid electrolyte cell is disclosed in U.S. Patent 4,477,545 titled Isostatic Compression Method for Producing Solid State Electrochemical Cells. A patent application filed on October 1, 1985 covers a vitreous phosphorus oxide-sulfide solid lithium electrolyte for use in the solid electrolyte cell. Both the patent and the patent application are listed in Part 1 of this Schedule II and are included within the Scope of Patents to be transferred to Buyer under this Agreement. Additional technology has been developed which relates to the use of plasma depositing techniques for producing and assembling the components of the solid electrolyte cell system. Such technology is included within the scope of Technology to be transferred to Buyer under this Agreement.

Buyer and Seller will enter into a Seller Patent-Technology Overlap Agreement at Closing licensing Seller to use the above patent(s) and technology relating to the solid electrolyte cell system and means of producing it.

JEC 0279g 3/16/86

DISCLOSURE SCHEDULE II

BOOK 500 PAGE 420

PATENTS AND TECHNOLOGY

Part 3 - Claims, Litigation and Other Proceedings Pertaining to
Patents and Technology

None

ADDENDUM TO DISCLOSURE SCHEDULE II

BOOK 500 PAGE 427

PATENTS AND TECHNOLOGY

RE: Part 1(j) Page 3 of 4

Substitute the following Description for the last entry on the page, dated March 17, 1986:

Termination Agreement - Termination of Sony and Union Carbide Joint Venture (S/E) - Sony and Union Carbide have residual rights and responsibilities surviving the termination of the Joint Venture.

RE: Part 1 (k) Page 5 of 5

Add the following:

24. Union Carbide Deutschland GmbH

Technical Service Agreement from Union Carbide entered into 1/1/76 repackaging of dry battery types and size involving Leclanche carbon zinc, zinc chloride, miniature and standard alkaline battery systems. Termination not less 60 days nor more than 90 days written notice.

25. Union Carbide De Venezuela C.A.

Technical Service Agreement from Union Carbide entered into 6/16/76 covering the manufacture of flashlight and radio batteries. Termination upon 60 days written notice.

ADDENDUM TO DISCLOSURE SCHEDULE II

PATENTS AND TECHNOLOGY

BOOK 500 PAGE 428

RE: Part 2 B.

Substitute the following paragraph for the first paragraph under Seller Patent-Technology Overlap.

The only Seller-Patent Technology Overlap, as defined in Article 1.2(iii), relates to a thin solid electrolyte cell system and the method for producing it. The technology involved in this system is contained in U.S. Patent 4,477,545 titled Isostatic Compression Method for Producing Solid State Electro-chemical Cells and a patent application filed on October 1, 1985 covering a vitreous phosphorus oxide-sulfide solid lithium electrolyte for use in the solid electrolyte cell. Both the patent and the patent application are listed in Part 1 of this Schedule II and are included within the Scope of Patents to be transferred to Buyer under this Agreement. Additional technology has been developed which relates to the use of plasma depositing techniques for producing and assembling the components of the solid electrolyte cell system. Such technology is included within the scope of Technology to be transferred to Buyer under this Agreement.

BOOK 500 PAGE 429

Schedule II

Trademark Collateral

JEC 0320g 03/17/86

BOOK 500 PAGE 430

Purchase and Sale Agreement -- U.S. Assets

DISCLOSURE SCHEDULE III

TRADEMARKS

Battery Products

Date: February 21, 1986
Revised: March 14, 1986

JEC 0320g 3/17/86

DISCLOSURE SCHEDULE III

BOOK 500 PAGE 431

TRADEMARKS

CONTENTS

- Part 1 - Battery Products - Applications and Registrations - United States
- Part 2 - Battery Products - Applications and Registrations - Canada
- Part 3 - Battery Products - Applications and Registrations - Foreign Countries

JEC 0320g 3/17/86

BOOK 500 PAGE 432

PART 1

BATTERY PRODUCTS

APPLICATIONS & REGISTRATIONS

UNITED STATES

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

AIR CELL 282,183

Electric cells and batteries. Disclaimer: CELL.

BEACON * 676,627

Electric flashlights

BIG JIM * 635,108

Electric flashlights

CAPTAIN * 711,150

Electric lanterns

CAPTAIN 808,819

Molded plastic aquatic sporting goods, namely, surf boards, swim boards, kick boards, and similar water sports equipment.

CAPTAIN * 816,916

Electric flashlights

CAT, 9 AND NINE LIVES DEVICE 509,456

Dry primary cells for use in flashlights, radios and hearing aids, and for other uses.

CAT AND 9 DEVICE * 785,111

Dry primary cells.

TRADEMARK SCHIEB

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

664,349

COLUMBIA

Electric batteries.

830,511

ENERGIZER *

Electric dry cell batteries for use in electronic, hearing, lighting and horological devices and for operation of small electronic motors; License granted to Puma Athletics.

1,177,083

ENERGIZER

Electric flashlights.

135,757

EVEREADY *

Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries. License granted to Puma Athletics.

258,956

EVEREADY

Arc carbons for therapeutic purposes.

340,401

EVEREADY *

Conditioning and cleaning compositions for cooling systems such as cooling systems for internal combustion engines.

377,569

EVEREADY *

Anti-freeze and corrosion preventive both for use in automobile and other cooling systems.

516,924

EVEREADY

Anti-freeze testers.

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

EVEREADY • 592,632
Stop leak and anti-rust for use in automotive cooling systems.

EVEREADY • 595,416
Water pump lubricant.

EVEREADY • 607,675
Photographic equipment, namely, photographic flash batteries.

EVEREADY • 680,318
Protective coating for preventing rust and corrosion of metal surfaces.

EVEREADY • 683,787
Compositions for removing tar and oil from automobile bodies, for removing rust from and for cleaning and polishing metal surfaces, and for cleaning tires.

EVEREADY • 689,307
Hydraulic brake fluid.

EVEREADY • 796,721
Electric equipment and controls for testing batteries.

EVEREADY • 1,020,472
Miniature and large electric lamp bulbs for general service and industrial uses.

Page
Box 500-935

TRADEMARK SCHEMING

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

REGISTRATION

1,032,879

EVEREADY *

Electric battery chargers.

EVEREADY HEX. AND OVAL WITH CAT
AND "NINE LIVES" DEVICE *

707,745

Electric dry cell batteries. License granted to Puma Athletics.

EVEREADY RECTANGLE, WITH CAT
AND "NINE LIVES" DEVICE *

1,048,459

Electric dry cell batteries. License granted to Puma Athletics.

EVEREADY HEX. AND OVAL, CAT AND
"NINE LIVES" DEVICE

1,184,571

Electric dry cell batteries. License granted to Puma Athletics.

EVEREADY COMMANDER AND DESIGN *

Electric flashlights

878,566

EVEREADY ENERGIZER AND DESIGN *

Dry cell batteries. License granted to Puma Athletics.

815,394

EVEREADY ENERGIZER AND DESIGN

Electric dry cell batteries. Disclaimer: "ALKALINE".

1,214,733

EVEREADY AND DESIGN

Electric batteries. License granted to Puma Athletics.

268,557

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

EVEREADY RUSTONE

Chemical corrosion preventing preparations for use in water cooling systems of automobile and like motors.

294,295

EVEREADY SUPER HEAVY DUTY BATTERY LABEL

Electric dry cell batteries.

1,244,281

GET THE CAT... NOT A COPY CAT

Dry primary cells

975,843

GRAY LABEL

Dry batteries

426,945

MERCURY'S

Electric flashlights.

662,811

MAX. AND OVAL DEVICE

Electric dry cell batteries

436,375

MOI SHOT

Dry cells

94,480

IGNITION

Dry cells

88,341

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

UNITED STATES

REGISTRATIONS:

TRADEMARK

JR. COMMANDER *

Electric flashlights

LIITE JIM *

Electric flashlights

MINI-MAX *

Electric dry cell batteries for use in portable radio sets and hearing aids.

POWER 10 SPARE *

Electric batteries.

SEE HOW THEY RUN

Electric dry cell batteries.

SKIPPIK *

Electric flashlights.

THE ACCENT IS ON SUPER

Electric dry cell batteries.

APPLICATIONS:

- NONE -

TRADEMARK 5 JLE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

STATE REGISTRATIONS

STATE

REGISTRATION

Texas

14992

EVEREADY

Dry cells for use in flashlights, radios, and hearing aids, and for other uses; flashlights; lamps, or bulbs for use in flashlights and automobile headlights, and for other uses.

OPPOSITIONS:

- Opposition was filed against U.S. Application No. 532,171 by Test-Rite Products Corporation for registration of EVEREADY for rechargeable flashlights. Since the opposition was just filed, applicant has not yet been formally notified and thus a deadline for its answer has not been set. At the moment, the parties are exploring a possible settlement.

- Opposition No. 72,794 was filed against U.S. Application No. 511,961 by Energy Saver International, Inc. for registration of ENERGAIN for battery converters. The applicant has been formally notified of the opposition, and we are presently awaiting its answer to the Notice of Opposition.

BOOK 500 PAGE 440

PART 2

BATTERY PRODUCTS

APPLICATIONS & REGISTRATIONS

CANADA

TRADEMARK S

BATTERY PRODUCTS

UNION CARBIDE CORPORATION - CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

AIR CELL 234/50694
 Sale of electrical batteries. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

BIG JIM 105,892
 Electric flashlights. Registered User: Union Carbide Canada Limited, recorded February 23, 1957.

CIRCLE DESIGN 239/51698
 Sale of electric cells and batteries. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

CAPLAIN 122,605
 Electric flashlights. Registered User: Union Carbide Canada Limited, recorded June 24, 1961, R.U. No. 5904 and as to amended wares recorded November 25, 1966 and July 28, 1967.

CAI DEVICE WITH 9 LIVES N.S. 31873/124
 Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Associated mark Regn. No. N.S. 124-31872. Registered User: Union Carbide Limited, recorded June 7, 1955.

COUMBIA 1,548 (Newfoundland)
 Electric batteries, electric flashlights, and carbons for electrical uses.

CORNUALIDE 119,549
 Electric flashlights. Registered User: Union Carbide Canada Limited, recorded September 24, 1960, R.U. no. 4917.

ENERGIZER 157,162
 Electric dry cell batteries for use in electronic, hearing, lighting and horological devices for operation of small electric motors. Associated mark Regn. No. 157,109 for the trade mark EVEREADY ENERGIZER. Registered User: Union Carbide Canada Limited, recorded June 7, 1968, R.U. No. 15832.

EVEREADY 122/28,259
 Electric batteries, flashlights, electric lamps for automobiles and electric meters. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION - CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

EVEREADY AND DEVICE 251/54,050
 Sale of arc carbons. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

EVEREADY N.S. 15966/60
 Testers for automobile and flashlight lamps and electric batteries of all kinds, detector devices for leakage of gas in closed systems of internal combustion engines and motors. Registered User: Union Carbide Canada Limited, recorded June 7, 1955. Associated marks Regns. Nos. 122-28259, 219-47765, N.S. 17-5060, N.S. 40-10794.

EVEREADY 121,508
 Photographic equipment - namely, photographic flash batteries. Associated mark Regn. No. 122/28259. Registered User: Union Carbide Canada Limited, recorded March 18, 1961. R.U. No. 4916.

EVEREADY 216,042
 Miniature and large electric lamp bulbs for general service and industrial uses. Associated mark Regn. No. 122-28259 for the trade mark EVEREADY. Registered User: Union Carbide Canada Limited, recorded September 17, 1976. R.U. No. 30323.

EVEREADY 216,630
 Electric battery chargers. Associated mark Regn. No. 122/28259 for EVEREADY. Registered User: Union Carbide Canada Limited, recorded October 15, 1976. R.U. No. 31719.

EVEREADY 1,547 (Newfoundland)
 Electric batteries and electric flashlights.

EVEREADY 1,709 (Newfoundland)
 Radio receiving apparatus and accessories therefor, including radio receiving sets, loud speakers, tubes and cabinets.

EVEREADY ALL. A. ROUND 262,278
 Battery operated lanterns. Associated Registration Nos. 122/28259, 251/54050, N.S. 10794/40, N.S. 15966/60, 121,508, 216,042, 216,630 for the trade mark EVEREADY, 157,109 for the trade mark EVEREADY EMERGIZER, 168,732 for the trade mark EVEREADY COMMANDER, 222,378 for the trade mark EVEREADY and CAL DEVICE and 240,099 for the trade mark EVEREADY COMPANION & DESIGN. Registered User: Union Carbide Limited, recorded September 11, 1981. R.U. No. 41936.

TRADEMARK S E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION - CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

- EVEREADY & CAT DEVICE
222,378
Electric dry cell batteries. Associated with Registrations Nos. 122/28259, N.S. 60/15966, 121,508, 216,042, 216,630 for the trade mark EVEREADY; No. N.S. 124/31873 for the trade mark CAT and NINE LIVES; No. 168,732 for the trade mark EVEREADY COMMANDER and No. 157,109 for the trade mark EVEREADY ENERGIZER. Registered User: Union Carbide Canada Limited, recorded August 12, 1977, R.U. No. 33557.
- EVEREADY & CAT DEVICE
272,058
Electric dry cell batteries. Registered User: Union Carbide Canada Limited, recorded August 27, 1982, R.U. No. 48954.
- EVEREADY UNIT CELL LABEL
1,788 (Newfoundland)
Electric batteries, including radio batteries, flashlights, flashlight lamps or bulbs; thermionic vacuum tubes; vacuum tube valves and rectifiers; photo-electric cells and television tubes.
- EVEREADY COMMANDER
168,732
Electric flashlights. Registered User: Union Carbide Canada Limited, recorded April 23, 1970, R.U. No. 18782.
Associated marks Regns. Nos. 122/28259, N.S. 60/15966, 121,508 for EVEREADY, 121,503 for EVEREADY Label-Batteries and 157,109 for EVEREADY ENERGIZER.
- EVEREADY COMPANION & DESIGN
240,099
Electric flashlights. Registered User: Union Carbide Canada Limited, recorded February 22, 1980, R.U. No. 39624.
Associated marks Regns. No. N.S. 60/15966, 122/28259, 216,042 for EVEREADY, 222,378 for EVEREADY & Cat Device, 168,732 for EVEREADY COMMANDER and 157,109 for EVEREADY ENERGIZER.
- EVEREADY ENERGIZER LABEL DESIGN
296,821
Electric dry cell batteries. Registered User: Union Carbide Canada Limited, recorded November 9, 1984, R.U. No. 54908. Associated marks EVEREADY Nos. 216,630, 121,508, 28,259, 216,042, 15,966, 54,050, EVEREADY LABEL Nos. 222,378, 272,058, EVEREADY COMMANDER No. 168,732, EVEREADY COMPANION No. 240,099, EVEREADY SUPER HEAVY DUTY DESIGN No. 289,247 (English), EVEREADY SUPER PILE PLUS DESIGN No. 289,935 (French), EVEREADY ALL A. ROUND No. 262,278, ENERGIZER No. 157,162. Disclaimer: AIKAI III.
- EVEREADY SUPER HEAVY DUTY DESIGN (TRIPLE SH)
289,247
Electric dry cell batteries. Registered User: Union Carbide Canada Limited, recorded March 30, 1984, R.U. No. 55911. Associated marks EVEREADY Nos. 216,630, 121,508, 28,259, 54,050, 15,966, 12,109, EVEREADY Label Nos. 222,378, 272,058, EVEREADY COMPANION No. 240,099, EVEREADY ALL A. ROUND No. 262,278. Disclaimer: SUPER HEAVY DUTY BATTERY.

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BATTERY PRODUCTS

UNION CARBIDE CORPORATION - CANADA

REGISTRATIONS:TRADEMARKREGISTRATION

EVEREADY SUPER PILE PLUS DESIGN (FRENCH) 289,935
 Electric dry cell batteries. Registered User: Union Carbide Canada Limited, recorded April 13, 1984, R.U. No. 58327. Disclaimer: SUPER PILE. Associated marks EVEREADY Nos. 12109, 15966, 121,508, 216,042, 216,630, EVEREADY LABEL Nos. 222,378, 272,058, EVEREADY COMPANION 240,099, EVEREADY ALL. A. ROUND 262,278.

GALAXIE 122,565
 Battery operated hand lanterns. Registered User: Union Carbide Canada Limited, recorded July 25, 1961, R.U. No. 7172.

GET THE CAT...NOT A COPY CAT 200,069
 Dry primary cells. Registered User: Union Carbide Canada Limited, recorded June 28, 1974, R.U. No. 24768.

LUKAY LABEL N.S. 24899/96
 Dry batteries. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

HERCULES 111,645
 Electric flashlights. Registered User: Union Carbide Canada Limited, recorded September 27, 1958. Associated mark Regn. No. 64/15760 for HERCULES DRY CELL Label.

HERCULES 279,144
 Dry cell batteries. Registered User: Union Carbide Canada Limited, recorded April 29, 1983, R.U. No. 55358. Associated mark Regn. No. 111,645 for HERCULES.

HEXAGONAL & OVAL DEVICE N.S. 36334/142
 Electric batteries; flashlights. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

DESIGN OF THE NEW UNIT CELL LABEL 3,200 (Newfoundland)
 Electric batteries.

100 SHOT 80/19559
 Batteries. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

LANTOR 71/17549
 Dry cell batteries. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

TRADEMARK JULI

BATTERY PRODUCTS

UNION CARBIDE CORPORATION - CANADA

REGISTRATIONS:

TRADEMARK

JK. CAPTAIN 250,472
 Electric flashlights. Associated marks: 122,605 and 172,558. Registered User: Union Carbide Canada Limited, recorded September 19, 1980, R.U. No. 41221.

JK. SKIPPER 242,168
 Electric flashlights. Associated mark: 205,068 for SKIPPER. Registered User: Union Carbide Canada Limited, recorded April 3, 1980, R.U. No. 39911.

LILL CAPTAIN 172,558
 Flashlights. Associated mark: 122,605 for CAPTAIN. Registered User: Union Carbide Canada Limited, recorded November 6, 1970, R.U. No. 19942.

LITTLE JIM 106,062
 Electric flashlights. Associated mark: 105,892 for BIG JIM. Registered User: Union Carbide Canada Limited, recorded March 16, 1957.

MASTERLITE N.S. 7370/26
 Flashlights. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

MINI-MAX N.S. 13608/51
 Electric batteries. Registered User: Union Carbide Canada Limited, recorded June 7, 1985.

MINI-MAX 2,428 (Newfoundland)
 Electric dry cell batteries for use in radio sets and hearing aids, and electric batteries in general.

NINE LIVES N.S. 31872/124
 Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Registered User: Union Carbide Canada Limited, recorded June 7, 1955.

POWER 10 SPARE 153,755
 Electric batteries. Registered User: Union Carbide Canada Limited, recorded October 20, 1967, R.U. No. 13350.

SIX HOW THEY RUN 274,651
 Electric dry cell batteries. Registered User: Union Carbide Canada Limited, recorded December 10, 1982, R.U. No. 50167.

500 500 405

TRADEMARK FILE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION - CANADA

REGISTRATIONS:

TRADEMARK

REGISTRATION

SIGNA

205,178

Electric flashlights.

SKIPPER

205,068

Electric flashlights. Registered User: Union Carbide Canada Limited, recorded February 7, 1975, R.U. No. 27214.

SUPER 99

202,459

Electric battery. Registered User: Union Carbide Canada Limited, recorded October 18, 1974, R.U. No. 461384.

THE ACCENT IS ON SUPER

289,243

Electric dry cell batteries. Registered User: Union Carbide Canada Limited, recorded March 30, 1984, R.U. No. 55628.

APPLICATIONS:

TRADEMARK

APPLICATION

EVEREADY ENERGIZER

505,746

Electric flashlights. Registered User: Union Carbide Canada Limited.

OPPOSITIONS:

- Opposition filed against an application to register VEHICLE MAINTENANCE ENERGIZER by Lucasfilm Ltd. We are attempting to negotiate a settlement.
- Opposition filed against Application No. 541856 for NI-CD for rechargeable batteries by Sanyo Canada, Inc. on the ground of descriptiveness (i.e., the mark is the abbreviation for "nickel-cadmium".) Settlement discussion are currently underway
- Opposition filed against Application No. 527573 for EVEREADY for flashlights by Lemarack Trading Company Limited. We are awaiting applicant's answer to Statement of Opposition.

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PART 3

BATTERY PRODUCTS

APPLICATIONS & REGISTRATIONS

FOREIGN COUNTRIES

TRADE MARK S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

REGISTRATION	COUNTRY	REGISTRATION
ABUBTS Electric dry cells and batteries.	Sudan	15360
ABUBTS with Arabic Characters Electric dry cells and batteries.	Yemen Arab Republic	Advertisement
ABUBTS and CAT LABEL Batteries, electric cells, storage batteries.	Taiwan	183,320
ABUBISSIN (AT LABEL) Batteries, electric cells, storage batteries.	Taiwan	183,321
ABUBISSIN (IN ENGLISH AND ARABIC CHARACTERS) Electric dry cells and batteries.	Yemen Arab Republic	Advertisement
ABU KADEES Electric dry cells and batteries. (In process of being renewed - February 1, 1986.) Associated: Registration No. 15,360.	Sudan	15794
BADAK AND DEVICT Electric dry cells and dry cell batteries. Registered users: National Carbon (Eastern) Ltd., recorded: January 25, 1962, Malayan Batteries Limited, recorded January 25, 1962.	Fed. of Malaya	M/37,084
BADAK AND DEVICT Electric dry cells and dry cell batteries. Registered User: National Carbon (Eastern) Ltd., recorded: December 10, 1962.	Sabah	8,513
BADAK AND DEVICT Electric dry cells and dry cell batteries. Registered User: Union Carbide Singapore Ltd., recorded: December 5, 1966.	Singapore	30,040

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TRADE MARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

REGISTRATION

COUNTRY	REGISTRATION
New Zealand	82,569
Electric flashlights and electric lanterns. Registered User: Union Carbide New Zealand Proprietary Ltd., recorded: October 28, 1966	
Ecuador	407
Electric flashlights and lanterns; electric lamps and bulbs.	
Mexico	281,506
Electric Flashlights.	
Argentina	773,181
Lanterns. Licensed to: Union Carbide Argentina S.A.I.C.S.	
Australia	A198,008
Electric flashlights and lanterns. (In process of being renewed - October 18, 1986.) Registered user: Union Carbide Australia Ltd., recorded: July 18, 1967.	
Panama	033,419
Electric lanterns.	
Panama	033,461
Electric flashlights.	
Paraguay	104,585
Electric flashlights and lanterns; electric lamps and bulbs.	
Alghanistan	1,528
Electric dry cells and batteries. Licensed to: Union Carbide Singapore Pte. Ltd.	
African and Malagasy Union	9919
Electric batteries, flashlights, lamps and lanterns. Licenses granted to: Union Carbide Cote D'Ivoire and Sonca Industries Limited and Union Carbide Singapore Pte. Ltd.	

TRADE MARK S

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

REGISTRATION

REGISTRATION	COUNTRY	REGISTRATION
<p>CAI DEVICE Elements of dry cells for use in flashlights, in radio apparatus, in hearing appliances and other uses. (In process of being renewed - September 27, 1986.) Licensed to Union Carbide Egypt S.A.I. and Union Carbide Singapore Pte. Ltd.</p>	Algeria	26,741
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.</p>	Antigua	629
<p>CAI DEVICE WITH NINE LIVES Electricity, electrical machinery, supplies, apparatus and accessories for producing power, heat and light, telephony, telegraphy, wireless telephony and telegraphy, radio, television. Licensed to Union Carbide Argentina S.A.I.C.S.</p>	Argentina	991,997
<p>CAI DEVICE WITH NUEVE VIDAS Batteries and electric flashlights. Licensed to: Union Carbide Argentina S.A.I.C.S.</p>	Argentina	744,870
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd., recorded: May 11, 1971.</p>	Bahamas	1,954
<p>CAI DEVICE Electric dry batteries. Licensed to Union Carbide Singapore Pte. Ltd.</p>	Bahrain	BUK 2281
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd., recorded: May 28, 1971.</p>	Barbados	35
<p>CAI DEVICE WITH NINE LIVES Electric dry batteries. Licensed to: Union Carbide Centro Americana, S.A. and Union Carbide Singapore Ltd.</p>	Belize	613
<p>CAI DEVICE WITH NINE LIVES Dry cells and dry cell batteries; electric flashlights, electric lamps or bulbs. Licensed to: Sonca Industries Ltd.</p>	Benelux	69,212
<p>CAI DEVICE Electric dry batteries.</p>	Bermuda	2,601

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TRADEMARK S.C.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:TRADEMARKCOUNTRYREGISTRATION

(AI) DEVICE WITH NINE LIVES Electric batteries.	Bolivia	28,421-A
(AI) DEVICE WITH NINE LIVES Electric flashlights, electric lamps, bulbs and other similar articles. Licensed to: Union Carbide Asia Ltd. and Sonca Industries, Ltd.	Bolivia	28,422-A
(AI) DEVICE Electric dry cells and electric batteries. Licensed to: Union Carbide do Brasil S.A. recorded: June 22, 1979.	Brazil	1252/0399631
(AI) DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	Brazil	81094497
(AI) DEVICE Electric dry cells and batteries. Licensed to: Union Carbide Singapore Pte. Ltd.	Brunei	5,337
(AI) DEVICE Electric dry cells and batteries for use in flashlights and torches, for use in wireless and radio apparatus, and for other uses. Licensed to: Union Carbide Singapore Ltd.	Burma	416/1952
(AI) DEVICE Electric dry cells and batteries, electric flashlights and electric lamps. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Kenya Ltd.	Burundi	192/BUR
(AI) DEVICE WITH NINE LIVES Electric dry cells and batteries, electric lamps or bulbs, flashlights and parts therefor. (Renewal due June 15, 1986.) Licensed to: Union Carbide Asia Limited and Union Carbide Singapore Ltd.	Cambodia	9,091
(AI) DEVICE Electric dry cells and batteries exclusively. Licensed to: Union Carbide Colombia, S.A. and Union Carbide Argentina, S.A.L.C.S.	Chile	194,886

FRANMARK SC.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

251,272

LA1 DEVICE WITH NINE LIVES

Electric dry batteries; flashlights and electric lamps or bulbs. Licensed to Union Carbide Asia Ltd.; Sonca Industries Ltd.; Union Carbide Colombia, S.A.; and Union Carbide Argentina, S.A.I.C.S.

Chile

LA1 DEVICE

Electricity, electric machinery, appliances, apparatus and accessories to produce energy; telephony, telegraphy and wireless telegraphy; radiotelephony and radiotelegraphy. Such as: electric batteries, resistors, telegraphic, telephonic and wireless telegraphic apparatus, commutators, cables and wires for electric use, transformers, voltmeters, ammeters and other apparatus for measuring and experimentation, batteries, dry cells; articles in Class 9. Licensed to: Union Carbide Colombia, S.A. Recorded: October 6, 1972.

26,841

Colombia

LA1 DEVICE

Electric machinery, appliances and accessories to produce heat and light; electric lamps in general, lampholders, holders and bulbs, carbons for electric lamps, batteries not included in other classes. Licensed to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

26,841-A

Colombia

LA1 DEVICE

Electric flashlights and lanterns; electric lamps and bulbs. Licensed to Sonca Industries Ltd. and Union Carbide Asia Ltd.

62,272

Costa Rica

LA1 DEVICE WITH NINE LIVES

Dry primary batteries or cells for use in flashlights, radios, hearing aids, and for other uses. Licensed to: Union Carbide Centro Americana, S.A., recorded November 23, 1965.

12,394

Costa Rica

LA1 DEVICE WITH NINE LIVES

Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses.

84,180

Cuba

LA1 DEVICE

Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.

326-1A

Cyprus

LA1 DEVICE

Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.

532

Dominica

500 500 PAGE 452

TRADEMARK SC.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY	REGISTRATION
Dominican Republic	7,214
Electric dry batteries, flashlights, and electric lamps or bulbs. Licensed to: Union Carbide Asia Ltd.; Sonca Industries Ltd.; and Union Carbide Singapore Ltd.	
Ecuador	136
Electric dry batteries, flashlights, and electric lamps or bulbs. Licensed to: Union Carbide Asia Ltd.; Sonca Industries Ltd.; and Union Carbide Ecuador, C.A.	
Egypt	22,714
Electric dry batteries. Disclaimed: 9. Licensed to: Union Carbide Egypt S.A.L.	
El Salvador	20,414
Electric dry batteries, electric flashlights and electric lamps or bulbs. Licensed to Union Carbide Centro Americana, S.A.; Union Carbide Asia Ltd.; and Sonca Industries Ltd.	
Eritrea	2400
Electric dry cells and batteries, flashlights, electric lamps or bulbs. Licensed to: Union Carbide Asia Ltd; and Sonca Industries Ltd.	
Ethiopia	Advertisement
Electric dry batteries. Licensed to: Union Carbide Kenya Ltd. and Union Carbide Singapore Ltd.	
Fiji Islands	13,374
Electric batteries. Licensed to Union Carbide Singapore Ltd.	
Gambia	1,602
Dry cells for use in flashlights, radios, and hearing aids, and for other uses in the class. Licensed to: Union Carbide Singapore Ltd.	
Ghana	5,537
Electric dry batteries. Licensed to Union Carbide Singapore Ltd; and Union Carbide Ghana Ltd.	

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TRADEMARK SC

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
<p>CAI DEVICE WITH NINE LIVES Dry cells and dry cell batteries. Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking, life-saving and teaching apparatus and instruments; coin or counter-tread apparatus; talking machines; cash registers; calculating machines; fire extinguishing apparatus.</p>	Greece	28,367
<p>CAI DEVICE Electric dry batteries. Licensed to Union Carbide Singapore Ltd.</p>	Grenada	5/1951
<p>CAI DEVICE WITH NINE LIVES Dry primary cells for use in flashlights, radios and hearing aids, and for other uses. Licensed to Union Carbide Centro Americana, S.A.</p>	Guatemala	7,531/328/28
<p>CAI DEVICE Dry cell batteries, flashlights, electric lamps and bulbs. (In process of being renewed - August 19, 1986.) Licensed to Union Carbide Cote D'Ivoire</p>	Guinea	146
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd., recorded: March 7, 1971.</p>	Guyana	3,037A
<p>CAI DEVICE WITH NINE LIVES Dry primary cells for use in flashlights, radios, hearing aids, and for other purposes. Licensed to: Union Carbide Singapore Ltd., recorded: November 5, 1971.</p>	Harti	214-Reg.59
<p>CAI DEVICE WITH NINE LIVES Dry primary cells for use in flashlights, radios, hearing aids, and for other uses. Licensed to: Union Carbide Centro Americana, S.A.</p>	Honduras	5,796
<p>CAI DEVICE WITH NINE LIVES Electric batteries. Disclaimers: 9 and 1111. Licensed to: Union Carbide Singapore Ltd, recorded: May 13, 1971.</p>	Hong Kong	377/1950

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

REGISTRATION

COUNTRY

1302/1984

CAI DEVICE
 Electric flashlights, electric lamps and lanterns, bulbs. Disclaimer: 9. Licensed to: Union Carbide Asia Ltd.; and Sonca Industries Ltd.

215/1968

Iceland

CAI DEVICE
 Dry primary cells. Licensed to: Union Carbide Singapore Ltd.

147,060

Indonesia

CAI DEVICE WITH NINE LIVES
 Electric batteries. Licensed to: Union Carbide Singapore Ltd.; and P.T. Union Carbide Indonesia.

171,818

Indonesia

CAI DEVICE
 Electric flashlights and lanterns; electric lamps and bulbs. Licensed to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

7,208

Iran

CAI DEVICE
 Electric batteries, lamps, bulbs, flashlights, electrical apparatus and instruments and all other goods in Classes 7, 9, 11, 15 and 16. Licensed to: Union Carbide Asia Ltd.; Sonca Industries Ltd.; Union Carbide Singapore Ltd.; and Union Carbide Egypt S.A.E., recorded September 13, 1981.

R-2294-623

Iraq

CAI DEVICE
 Electric dry batteries. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Egypt S.A.E.

11,271

Israel

CAI DEVICE
 Electric dry batteries. Disclaimer: 9.

179,378

Italy

CAI DEVICE WITH NINE LIVES
 Dry cells and dry cell batteries; scientific, nautical, surveying and electrical apparatus and instruments, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counter-tread apparatus; talking machines; cash registers; calculating machines; fire-extinguishing apparatus.

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TRADEMARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
(AI) DEVICE Electric dry batteries. Disclaimer: 9. Licensed to: Union Carbide Singapore Ltd., recorded: December 17, 1971.	Jamaica	5,445
(AI) DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Egypt S.A.E.	Jordan	1,438
(AI) DEVICE Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Disclaimer: 9. Licensed to: Union Carbide Asia Ltd., Union Carbide Kenya Ltd. and Union Carbide Singapore Ltd.	Kenya	4,884
(AI) DEVICE Dry cells. Associated Reg. Nos. 79, 824 and 79, 825.	Korea	79, 826
(AI) DEVICE WITH NINE LIVES Dry cells for use in flashlights, radios and hearing aids, and for other uses, electrical apparatus, machines, supplies and equipments. Disclaimer: NINE. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Asia Ltd.	Kowait	1,811
(AI) DEVICE Dry primary cells. Licensed to: Union Carbide Singapore, Ltd.	Kowait	3,871
(AI) DEVICE WITH NINE LIVES Electric dry cells and batteries, electric lamps or bulbs, flashlights and parts therefor. (Renewal due June 12, 1986.) Licensed to: Union Carbide Asia Ltd., and Union Carbide Singapore Ltd.	Laos	8,570
(AI) DEVICE WITH NINE LIVES Electric dry batteries. Licensed to: Union Carbide Singapore Ltd., and Union Carbide Egypt S.A.E.	Lebanon	16,298
(AI) DEVICE WITH NINE LIVES Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Cote D'Ivoire.	Liberia	8182/2315

TRADE MARK: E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

CAI DEVICE WITH NINE LIVES
Electric dry cells and batteries. Disclaimer: 9. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Egypt S.A.E.

CAI DEVICE
Electric batteries. Disclaimer: 9. Licensed to: Malaysian Batteries Ltd. and Union Carbide Singapore Ltd.

CAI DEVICE
Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.

CAI DEVICE
All kinds of electrical apparatus, machines and accessories, especially electric dry cells and batteries. Licensed to: Sonca Industries Ltd., Union Carbide Mexicana S.A., recorded: June 2, 1975, and Union Carbide Asia Ltd.

CAI DEVICE
Electric dry batteries. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Egypt S.A.E.

CAI DEVICE WITH NINE LIVES
Electric dry batteries, flashlights, electric lamps or bulbs. Licensed to: Union Carbide Singapore Ltd.

CAI DEVICE
Electric batteries. Disclaimer: 9. Registered Users: Union Carbide Australia Ltd., recorded May 13, 1959 and Union Carbide New Zealand Proprietary Ltd.

CAI DEVICE WITH NINE LIVES
Electric dry batteries, flashlights, electric bulbs and lamps. Licensed to: Union Carbide Asia Ltd., Union Carbide Centro Americana, S.A., and Sonca Industries Ltd.

CAI DEVICE
Electric dry batteries. Disclaimer: 9. Licensed to: Union Carbide Singapore Ltd., recorded: October 3, 1974 and Union Carbide Nigeria Ltd.

REGISTRATION

559

M21504

218 of Reg. A/6

118,029

21,927

2,459

48,451

6,225

6,693

TRADEMARK S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARKS

REGISTRATION

COUNTRY	REGISTRATION
Norway	61,403
Pakistan	6411
Panama	3,099
Paraguay	96,472
Peru	35,708
People's Republic of China	179,567
Peru	34,934
Portugal	167,819

CAI DEVICE WITH NINE LIVES
 Dry cells and dry cell batteries.

CAI DEVICE
 Dry cells and batteries. Licensed to: National Carbon Co. (Pakistan) Ltd., Union Carbide Singapore Ltd., and Union Carbide Pakistan Ltd., recorded: February 23, 1972.

CAI DEVICE WITH NINE LIVES
 Dry primary cells for use in flashlights, radios, hearing aids, and for other uses. Licensed to: Union Carbide Centro Americana, S.A.

CAI DEVICE WITH NINE LIVES
 Electricity, electrical machinery, electrical supplies, apparatus and accessories for the production of power, heat and light, telephony, telegraphy and wireless telegraphy, and especially: electric cells and batteries, flashlights, torches, electric lamps and bulbs. Licensed to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

CAI DEVICE
 Electric dry cells; electric batteries.

CAI DEVICE
 Dry electric batteries, cells, portable or pocket electric flashlights, electricity and everything included in class 9. Licensed to: Union Carbide Asia Ltd., and Sonca Industries Ltd.

CAI DEVICE
 Lanterns, electric lamps and spark plugs, lighting installations, heating installations, boiling installations, ventilation installations and everything included in Class 11. Licensed to: Union Carbide Asia Ltd.

CAI DEVICE WITH NINE LIVES
 Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Cote D'Ivoire.

TRADEMARK S.C.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

Puerto Rico

17,419

CAI DEVICE

Electric dry cells and batteries.

CAI DEVICE

Rwanda

225/ARK

Electric dry cells and batteries, electric flashlights and electric lamps. Licensed to: Union Carbide Singapore Ltd., recorded: January 16, 1971 and Union Carbide Kenya Ltd.

CAI DEVICE WITH NINE LIVES
 Electric dry batteries. Disclaimer: 9. Licensed to: Malayan Batteries Ltd. and Union Carbide Singapore Ltd.

CAI DEVICE

St. Helena

5,535

Electric dry cells and batteries.

CAI DEVICE

St. Christopher Nevis

629

Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.

CAI DEVICE

St. Lucia

3/1950

Electrical apparatus and especially electric dry batteries. Licensed to: Union Carbide Singapore Ltd., recorded November 23, 1971.

CAI DEVICE

Western Samoa

934

Electric batteries. Disclaimer: 9.

CAI DEVICE

Sarawak

931

Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Licensed to: Union Carbide Singapore Ltd., recorded: June 15, 1971 and Malayan Batteries Ltd., recorded: August 24, 1966.

CAI DEVICE WITH NINE LIVES

Seychelles Islands

1247 of Reg. A31
 291 of Reg. 3

Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Licensed to: Union Carbide Singapore Ltd.

600 500 PMS 450

TRADEMARK S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

REGISTRATION	COUNTRY	REGISTRATION
(A) DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.	Sierra Leone	3,407
(A) DEVICE WITH NINE LIVES Electric batteries. Disclaimer: 9. Licensed to: Union Carbide Singapore Ltd., recorded: January 13, 1971.	Singapore	12,784
(A) DEVICE WITH NINE LIVES Electric dry batteries. Licensed to: Union Carbide Kenya Ltd. and Union Carbide Singapore Ltd.	Somali Republic	7/1951
(A) DEVICE WITH NINE LIVES Dry primary cells for use in flashlights, radios, hearing aids and for other uses.	Spain	243,225
(A) DEVICE Electric batteries (not for medical purposes). Licensed to: Union Carbide Ceylon Ltd. and Union Carbide Singapore Ltd.	Sri Lanka	11,982
(A) DEVICE WITH NINE LIVES Electric dry batteries. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Sudan Ltd.	Sudan	2,374
(A) DEVICE WITH NINE LIVES Electric dry batteries, flashlights, electric lamps or bulbs. Licensed to: Union Carbide Singapore Ltd., Union Carbide Asia Ltd. and Sonca Industries Ltd.	Surinam	1,761
(A) DEVICE WITH NINE LIVES Dry cells and dry cell batteries; electric lamps and bulbs and electric flashlights. Licensed to: Sonca Industries Ltd.	Switzerland	191,961
(A) DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Egypt S.A.L.	Syria	6,713

TRADEMARK S. C.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
<p>CAI DEVICE Electric dry cells and batteries, and all other goods properly belonging in the Electrical Batteries, Condensers Group of Class 69. Licensed to: Union Carbide Singapore Pte. Ltd., Union Carbide Malaysia Sdn. Bhd. and Union Carbide Philippines, Inc.</p>	Taiwan	42,807
<p>CAI DEVICE Flashlights and lanterns; electric lamps and bulbs. Licensed to: Union Carbide Asia Ltd.</p>	Taiwan	213,693
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Kenya Ltd. and Union Carbide Singapore Ltd.</p>	Tanganyika	2,950
<p>CAI DEVICE WITH NINE LIVES Electric dry batteries.</p>	Langier	3768
<p>CAI DEVICE WITH NINE LIVES All goods included in Class 13. Disclaimer: 9. Licensed to: Sonca Industries Ltd. and Union Carbide Asia Ltd.</p>	Thailand	14,025
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Pte. Ltd.</p>	Tonga	1004
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd., recorded: April 16, 1971.</p>	Trinidad & Tobago	33/1950
<p>CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Singapore Ltd.</p>	Tunisia	4/81
<p>CAI DEVICE Dry primary cells.</p>	Turkey	53,310
<p>CAI DEVICE Dry primary cells for use in flashlights, radios, and hearing aids, and for other uses. Disclaimer: 9. Licensed to: Union Carbide Kenya Ltd. and Union Carbide Singapore Ltd.</p>	Uganda	2,609

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY	REGISTRATION
United Arab Emirates Licensed to: Union Carbide Egypt S.A.f.	Advertisement
United Kingdom	686,565
Uruguay Licensed to: Sonca Industries Ltd. and Union Carbide Asia Ltd.	177,024
Uruguay	170,725
U.S.S.R.	46,894
Venezuela Licensed to: Union Carbide de Venezuela, C.A.	49,348
Vietnam Licensed to: Union Carbide Asia Ltd. and Union Carbide Singapore Ltd.	16,112 (Renewal due June 16,
Virgin Islands	4,441
Virgin Islands	1689
Yemen (P.H.R.) Licensed to: Union Carbide Singapore Ltd.	524 Vol. 11

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

	COUNTRY	REGISTRATION
CAI DEVICE Electric dry cells and batteries.	Yemen (A.R.)	Advertisement
CAI DEVICE Electric dry cells and batteries.	Yemen (A.R.)	Advertisement
CAI DEVICE WITH NINE LIVES Electric dry cells and batteries. Licensed to: Union Carbide Singapore Ltd. and Union Carbide Kenya Ltd.	Zaire	2,941
CAI DEVICE Electric dry batteries. Licensed to: Union Carbide Kenya Ltd. and Union Carbide Singapore Ltd.	Zanzibar	25/1951
CAI DEVICE (Natural) Electric dry cells and batteries.	African Union	22,053
CAI DEVICE (Natural) Electric dry cells and batteries.	Argentina	1,062,570
CAI DEVICE (Natural) Electric dry cells and batteries.	Bahrain	7575
CAI DEVICE (Natural)	Bolivia	42373
CAI DEVICE (Natural) All goods within scope of activity of the registrant falling in Class 9. (Electric dry cells and batteries).	Brazil	1252/06/1.288
CAI DEVICE (Natural) Electric dry cells and batteries.	Burundi	1946/Bur
CAI DEVICE (Natural) Electric dry cells and batteries.	Chile	205,145

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TRADEMARK S. S. S. S. S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

(AI DEVICE (Natural)
Electric dry cells and batteries.

(AI DEVICE (Natural)
Electric dry cells and batteries.

(AI DEVICE (Natural)
Electric dry cells and batteries.

(AI DEVICE (Natural)
Electric dry cells, batteries and electric accumulators.

(AI DEVICE (Natural)
Electric dry cells and batteries.

(AI DEVICE (Natural)
Electric dry cells and storage batteries.

(AI DEVICE (Natural)
Electric dry cells and batteries.

(AI DEVICE (Natural)
Electric dry cells and batteries. Associated with Reg. Nos. 377/1950, 1046/1954, 1049/1954, and 1427/1977.

COUNTRY

Costa Rica

Cyprus

Ethiopia

France

Guatemala

Guinea

Honduras

Hong Kong

REGISTRATION

62,094

22,088

Advertisement

1,186,208

46092

368/111

41,778

1420/1982

TRADEMARK SC

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

CAI DEVICE (Natural)

Indonesia

113,580

Chemical products used in industry, science, photography, agriculture, horticulture, forestry; artificial and synthetic resins; fire extinguishing compositions, tempering substances and chemical preparation for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry. Natural resins; metals in foil and powder form for painters and decorators. Bleaching preparations, cleaning, polishing, scouring and abrasive preparations; dentifrices. Pharmaceutical, veterinary and sanitary substances; infants' and invalids' foods, plasters, material for bandaging; material for stopping teeth, dental wax, preparations for killing weeds and destroying vermin. Scientific, nautical, surveying and electrical instruments and apparatus (including wireless), namely: electric dry cells and batteries, flashlights and lanterns, electric bulbs, electric calculators, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counter-freed apparatus; talking machines; cash registers, calculating machines; fire-extinguishing apparatus. Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply, and sanitary purposes. Balata and substitute articles made from these substances namely: electric film and sheeting, plastic wrap. Materials for packing, stopping or insulating, asbestos, mica and hose pipes (non-metallic), boots, shoes and slippers. (In process of being renewed - September 20, 1986.) Licensed to: P.T. Union Carbide Indonesia.

CAI DEVICE (Natural)

Indonesia

114,729

Portable appliances using electric power, namely: all kinds of batteries, all kinds of flashlights, lanterns, radio, phonographs, tape-records, gas lighters, pen lighters, battery operated toys, battery operated clocks, hearing-aids, signal-lamps (using batteries), flashlights/lantern light-bulbs, walkie-talkies, telephones. (In process of being renewed - November 8, 1986.) Licensed to: P.T. Union Carbide Indonesia.

CAI DEVICE (Natural)

Kenya

29,998

Electric dry cells and batteries.

CAI DEVICE (Natural)

Kuwait

14,004

Electric dry cells and batteries.

CAI DEVICE (Natural)

Lebanon

41,528

Electric dry cells and batteries.

TRADEMARK SERVICE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
CAF DEVICE (Natural) Electric dry cell and electric storage cell batteries.	Mali	4926
CAF DEVICE (Natural) Electric dry cells and batteries.	Mauritius	358
CAF DEVICE (Natural) Electric dry cells and batteries.	New Zealand	139,504
CAF DEVICE (Natural) Electric dry cells and batteries.	Nicaragua	15,543 C.C.
CAF DEVICE (Natural) Electric dry cells and batteries.	Oman	Advertisement
CAF DEVICE (Natural) Electric dry cells and batteries.	Panama	032,944
CAF DEVICE (Natural) Electric dry cells and batteries.	Pakistan	75,466
CAF DEVICE (Natural) Electric dry cells and batteries.	Paraguay	104,580
CAF DEVICE (Natural) Electric dry cells and batteries.	Paraguay	112,243
CAF DEVICE (Natural) Electric dry cells and batteries.	Paraguay	112,244
CAF DEVICE (Natural) Electric dry cells and batteries.	Peru	47,488

TRADE MARK SOURCE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.
- (AI DEVICE (Natural)
Electric dry cells and batteries.

REGISTRATION

1817/DRK

24039

2202

11,660

4/68/81

Advertisement

177023

77,855-1

Advertisement

49/Ext/83

COUNTRY

Rwanda

Sarawak

Seychelles

Sierra Leone

Singapore

United Arab Emirates

Uruguay

Venezuela

Yemen Arab Republic

Zaire

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY	REGISTRATION
COLUMBIA AND DEVICE Primary and secondary batteries. Battery testing instruments. Registered User: Union Carbide Australia Ltd., recorded: October 14, 1964.	A28,881
COLUMBIA AND DEVICE Flashlights. Associated with Reg. No. A28,881.	A180,576
COLUMBIA Electric batteries and parts thereof. Flashlights, elements and parts thereof; electrodes for electrochemical, electrothermic and lighting purposes. Licensed to: Sonca Industries Ltd.	84,900
COLUMBIA Electric lamps or bulbs. (In process of being renewed - August 13, 1986.) Licensed to: Union Carbide Asia Ltd. and Sonca Industries Ltd.	843/1966
COLUMBIA AND DEVICE Radio batteries.	17,170
COMPANIER Electric flashlights and lanterns; electric lamps and bulbs.	1,060,608
COMPANIER Electric flashlights and lanterns; electric lamps and bulbs.	408
COMPANIER Electric flashlights and lanterns; electric lamps and bulbs.	104,584
BIAL-A-CELL Dispensers for electric batteries.	1 0110
BIAL-A-CELL Electric batteries.	4262775

TRADEMARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS: TRADEMARK	COUNTRY	REGISTRATION
DIAL-A-CELL Dispensers for electric batteries.	Denmark	3846/79
DIAL-A-CELL Dispensers for electric batteries.	Finland	79,495
DIAL-A-CELL Dispensers for electric batteries.	Greece	63583
DIAL-A-CELL Dispensers for electric batteries.	Korea	98,258
DIAL-A-CELL Electric batteries.	Norway	100,306
DIAL-A-CELL Containers incorporating devices for dispensing the contents (not included in other classes).	Norway	107,630
DIAL-A-CELL Dispensers for electric batteries.	Poland	59,609
DIAL-A-CELL Dispensers for electric batteries.	Sweden	169,799
11 DIAL DIL GAD (Advertising Slogan) Electric dry cells and batteries.	Venezuela	694-1
11 GAD Electric dry cell batteries.	Cuba	101,958
11 RG/AM Electric dry cells and batteries.	Ecuador	1975-85

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TRADEMARK S A E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION	COUNTRY	REGISTRATION
ENERGIZER Electric dry cells and batteries.	African Union	20510
ENERGIZER Electric dry cells and batteries in Class 2B.	Argentina	1,068,716
ENERGIZER Electric dry cells and batteries. (In process of being renewed - February 18, 1986.)	Bahrain	6247
ENERGIZER Electric dry cells and batteries.	Bulgaria	14,634
ENERGIZER Electric dry cells and batteries.	Burma	1527/1980
ENERGIZER Electric dry cells and batteries.	Denmark	1352/1983
ENERGIZER Electric dry cells and batteries.	Ecuador	3863
ENERGIZER Electric dry cells and batteries.	Ecuador	1926-85
ENERGIZER Electric dry cells and batteries. Licensed to: P.T. Union Carbide Indonesia.	Indonesia	149,740
ENERGIZER Electric flashlights and lanterns.	Indonesia	175,606
ENERGIZER Electric dry cells and batteries.	Israel	49487

TRADEMARK S. E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

26991

59,610

72087

95,515

40131

23,543

94,67

1182/8779

29,268

156,400

247,240

Kenya

Poland

South Korea

South Korea

Lebanon

Sarawak

Saudi Arabia

South Africa

Syria

Taiwan

Taiwan

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Dry cell and 2 other items. (Dry cell, wet cell and storage battery).

ENERGIZER
Electric flashlights and lanterns. Associated with Reg. No. 72,087.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER WITH CHINESE LETTERS
Electric dry cells and batteries. Associated Reg. No. 156,400.

TRADE MARK S.

BATTERY PRODUCTS
UNION CARBIDE CORPORATION
FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

<u>REGISTRATION</u>	<u>COUNTRY</u>	<u>REGISTRATION</u>
ENERGIZER Electric flashlights and lanterns.	Thailand	90,419
ENERGIZER Electric flashlights and lanterns.	Taiwan	263,040
ENERGIZER Electric dry cells and batteries.	United Arab Emirates	Advertisement
ENERGIZER Electric dry cells and batteries.	Venezuela	103,634
ENERGIZER Electric dry cells and batteries.	Yemen Arab Republic	Advertisement
EVER Electric dry cells, electric batteries and electric flashlights. Associated with Reg. Nos. 210, 211 & 213 of 1928 and 7, 8 & 180 of 1930.	Hong Kong	1401 of 1949
EVER Electric bulbs or lamps for use in flashlights. Associated with Reg. Nos. 210, 211 & 213 of 1928, 7, 8, 180 and 263 of 1930, and 1401 of 1949.	Hong Kong	532/1951
EVER Dry electric elements, electric batteries, flashlights, and electric lamps or bulbs; electrical appliances and their accessories in general.	Indonesia	106,944
EVER Electric dry cells, electric batteries, electric flashlights or torches, and electric lamps or bulbs.	Sarawak	629
EVER Electric dry cells and electric batteries (not for medical purposes). Associated with Reg. Nos. 3944, 6/66 and 6/70.	Sri Lanka	11,988

3004 500 INC 472

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

EVEREADY

Electric dry cells and batteries. Licensed to: Union Carbide Singapore Pte. Ltd.

1,529

EVEREADY

Electric flashlights and lanterns; electric lamps and bulbs.

3787

EVEREADY

Electric batteries, flashlights, lamps and lanterns. Licenses granted to: Union Carbide Cote D'Ivoire, Sonca Industries Ltd. and Union Carbide Singapore Pte. Ltd.

1087

EVEREADY

Electric batteries, flashlights or electric torches, lamps, bulbs & lanterns. Licenses granted to: Sonca Industries Ltd., Union Carbide Singapore Ltd., Union Carbide Egypt S.A.E., Eveready Batteries, Ltd. and Union Carbide Asia Limited.

25,062

EVEREADY

Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments and apparatus for teaching, namely, electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd.

280

EVEREADY

Footwear, buttons, umbrellas, gloves and fine leather goods. Licenses granted to: Eveready Sociedad Anonima Industrial y Comercial and Union Carbide Argentina S.A.I.C.S.

103529 and 1033530

EVEREADY

Substances used as food or ingredients in food. Licenses granted to: Eveready Sociedad Anonima Industrial y Comercial and Union Carbide Argentina S.A.I.C.S.

1056712 and pending renewal application 1319469

TRADEMARK S

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

EVEREADY

Non-medical beverages in general, alcoholic or not alcoholic. License granted to: Eveready Sociedad Anonima Industrial y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

1056718, 1056719, 1056720,
1056721 and pending
renewal application
1319380

Hardware, cutlery, paints and colors, cordage, locksmithery, ironmongery, builders hardware, house furnishings, kitchen utensils and tinware, non-electric cables, canvas goods, picture frames & moldings, basket ware, etc. of Class III, except safety razors for shaving, shaving razors in general, shaving machines, blades and parts, razor straps and accessories and brushes for shaving. Licenses granted to: Eveready Sociedad Anonima Industrial y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

1081971

Dry cells, amperemeters and voltmeters. Licenses granted to: Eveready Sociedad Anonima Industrial y Comercial, recorded May 14, 1943 under Reg. No. 207,135, Supplemental Agreement recorded June 28, 1948; and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

769, 806

Electricity, electrical machinery, supplies, apparatus and accessories for the production of power, heat and light, telephony, telegraphy and wireless telegraphy, especially dynamos, alternators, resistors, magnetos, telegraphic apparatus, telephones and wireless telegraph, electric lamps in general, lamp stands, tulip-shaped globes, motors, electric switches, cables and wires for electric uses, transformers, carbons for electric lamps, insulators, voltmeters, amperemeters and other apparatus for measuring and experimentalism, insulating material, batteries, storage batteries. Licenses granted to: Eveready Sociedad Anonima Industrial y Comercial, recorded May 14, 1943 under Reg. No. 207,135, Supplemental License Agreement recorded June 28, 1948; and Union Carbide Argentina S.A.I.C.S.

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TRADEMARK S E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY

Argentina

896,846

Chemical substances used in manufactures, photography and scientific research, agriculture and horticulture; anticorrosives. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

896,847

Machinery and apparatus for all kinds of industry not included in other classes, parts, accessories and equipment for diving and filtering, machinery, apparatus and implements for agriculture, aviculture, pisciculture, pisciculture, dairying, vitiviculture and silviculture and coopering, with exception of means and apparatus for boring and operating wells. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

896,849

Apparatus and articles for heating, ventilating, illuminating, refrigerating, hydrotherapy; sanitary articles; machines, apparatus and supplies for cleaning in general and washing. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

896,850

Machines, apparatus and contrivances for transportation in general and parts and accessories. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

944,359

Wrought or partly wrought metals used in manufacture, not included in other classes. Foundry, blacksmith shop and boiler work products. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Argentina

944,361

Leather and wrought and unwrought skins not included in other classes. Saddlery and harness, trunks and traveling goods, generally. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY	Argentina	944,361
Crockery, porcelain and earthenware in general; glassware, brozeware, electroplated ware and articles made of non-precious metals; works of art in bronze and marble; fancy articles, imitation jewelry, toys, sporting goods, games, playing cards, church ornaments; painted, sculptured, engraved and lithographed works of art, and the like. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.		
EVEREADY	Argentina	944,362
Caoutchouc, india rubber and guttapercha, crude and in every state of preparation, and all articles made of that substance, not including those used in electricity, surgery and orthopedia. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.		
EVEREADY	Argentina	944,363
Arms, explosives, utensils and accessories for war and hunting; military equipment. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.		
EVEREADY	Argentina	944,364
Furniture, cabinet work, decorations, upholstery, mattresses and bed furnishings, woodwork. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.		
EVEREADY	Argentina	944,367
Machines and apparatus in general for destroying and fighting insects and pests, dusters, sprayers and other appliances and devices for the use of insecticides, fungicides, pesticides, langosticides and the like, flamethrowing machines for the destruction of insects, traps in general for hunting all kinds of animals; siphon heads, protectors, casings and the like, automatic siphons, metal capsules for compressed gases, enameled plates for casings; materials for dental prosthesis, artificial teeth, silders for amalgams for dentists, preparations without rubber, gum or cement for the repair of tires and vehicles; special preparations and elements for the inflation, elasticity, filling and injection of pneumatic tubes, air chambers, tires and covers of wheels; compositions to be applied to moving picture screens and curtains; dusting and liquid spraying apparatus and machines for plants, bird lures, apparatus and devices of airplane against thieves, tires, etc., complete buildings and prefabricated houses; impregnated curtains for shower baths; tanks of flexible synthetic material. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.		

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY 944,370
 Argentina
 Substances and products used in medicine, pharmacy, veterinary and hygiene; natural or prepared drugs, mineral waters and medicinal wines and tonics, insecticides for domestic use. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY 944,375
 Argentina
 Musical instruments and apparatus and their accessories. Music and automatic playing apparatus. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY 944,376
 Argentina
 Horological instruments, jewelry, precious metals and stones, enamels; gold, silver and platinum articles. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY 944,377
 Argentina
 Supplies and materials for printers, bookshops, stationers, lithographers and bookbinders, for making cardboard goods, for teaching and drawing. Office supplies, typewriters, calculating and checking machines, inks. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY 944,863
 Argentina
 Tobacco, cigars and cigarettes, snuff and smokers' supplies. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY 1,023,209
 Argentina
 Products of agriculture, horticulture, floriculture, not included in other classes, owing to their state or preparation. Live animals. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

EVEREADY 1,023,409
 Argentina
 Surgical, medical, philosophical, mathematical, scientific and veterinary instruments, excepting electrical instruments, except nursing bottles, including nipples and pezometers. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

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TRADE MARK - E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY
 Argentina
 Receiving and transmitting apparatus of radio-telephony and radio-telegraphy, their component parts and accessories. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial, recorded May 14, 1943 under Reg. No. 207,135. Supplemental License Agreement recorded July 28, 1948; and Union Carbide Argentina S.A.I.C.S.
 1,025,442

EVEREADY
 Bahamas
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd., recorded: May 11, 1971.
 667

EVEREADY
 Bahamas
 Electric flashlights. License granted to: Sonca Industries Ltd.
 10,858

EVEREADY
 Bahamas
 Electric bulbs. License granted to: Sonca Industries Ltd.
 10,857

EVEREADY
 Bahamas
 Electric lanterns and electric lamps. License granted to: Sonca Industries Ltd.
 10,662

EVEREADY
 Bahrain
 Electric dry cells and batteries, electric flashlights and electric lamps or bulbs. (In process of being renewed - February 18, 1986.) Licenses granted to: Union Carbide Asia Ltd., Eveready Batteries Ltd., Sonca Industries Ltd. and Union Carbide Singapore Pte. Ltd.
 6248

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY

Barbados

514

Electric batteries, electric flashlights (electric torches), electric lamps or bulbs, electric lamp testers, electric signal and warning lamps, electric starters, radio and television sets, parts thereof and accessories therefor; vacuum tubes, vacuum tube valves and rectifiers, photo-electric cells; conditioning and cleaning compositions for cooling systems, such as cooling systems for internal combustion engines, apparatus for flushing and cleansing cooling systems, such as cooling systems for internal combustion engines; composition for removing sludge from crank-cases and moving parts of engines; receptacles in the nature of kits for electric lamp bulbs; detection devices for detection of gas or fluids in closed systems; antifreeze and corrosion preventive, both for use in automobile and other cooling systems; liquid chemical preparations for use as coolants, for use as heating mediums, for use as mediums for lagging vessels or pipes, for use for brake fluids, fluids for liquid transmission, shock absorbers and arresting gears and for hydraulic operated steam valves, hydraulic ships' controls and for hydraulic back pressure valves for acetylene and similar installations. Licenses granted to: Sonca Industries Ltd., Union Carbide Singapore Ltd., recorded May 26, 1971; and Union Carbide Asia Ltd., recorded May 31, 1978.

EVEREADY

Belize

Advertisement

Electrical machinery, apparatus and supplies, electric batteries of all kinds, electric flashlights, flashlight cases, flashlight bulbs or lamps and parts thereof; radio machinery, apparatus and supplies. Licenses granted to: Union Carbide Singapore Ltd.; Union Carbide Centro Americana, S.A. and Sonca Industries Ltd.

EVEREADY

Bermuda

702

No specific goods mentioned. Class B. Philosophical instruments, scientific instruments, and apparatus for useful purposes, instruments and apparatus for teaching.

EVEREADY

Bolivia

26,794-A

Flashlights, flashlight cases, bulbs, and electric dry cells and batteries. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

EVEREADY

Brazil

298,461

Electric flashlights, batteries and dry cells; electric lamps for automobiles and flashlights, storage batteries; and electric starters, meters and apparatus of all kinds, electric lamps; and reflector lamps, namely, electric signalling and warning lamps operating by portable battery. Licenses granted to: Union Carbide Do Brasil S.A., recorded June 22, 1971 - No. 9778/71.

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
EVEREADY Materials for cleaning, washing and polishing and waxes for cleaning and polishing.	Brazil	2,591,758
EVEREADY Electric lamps and flashlights for cars, batteries and cells, electric starting devices, electric meters, reflecting lamps, namely; signalling electric lamps and portable battery-driven signals.	Brazil	810,801,779
EVEREADY Electric lamps and flashlights, batteries and cells, accumulator batteries, electric meters and reflecting lamps.	Brazil	810,801,817
EVEREADY Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments and apparatus for teaching, namely, electrical dry cells and batteries. License granted to: Union Carbide Singapore Ltd.	British Virgin Islands	280
EVEREADY Electric flashlights or torches and electric lamps or bulbs. License granted to: Union Carbide Asia Ltd.	Brunei	732
EVEREADY Electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd.	Brunei	733
EVEREADY Electric torches and flashlights; electric bulbs and lamps; and electric dry cells and batteries for use in flashlights and torches and for use in wireless and radio apparatus and for other uses. Licenses granted to: Union Carbide Asia Ltd.; Union Carbide Singapore Ltd. and Sonca Industries Ltd.	Burma	Re. Adv. 616/1951
EVEREADY Electric torches and flashlights; electric bulbs and lamps; and electric dry cells and batteries for use in flashlights and torches and for use in wireless and radio apparatus and for other uses. Licenses granted to: Union Carbide Asia Ltd.; Union Carbide Singapore Ltd. and Sonca Industries Ltd.	Burma	Re. Adv. 618/1951

TRADEMARK S LE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY

Burundi

82/BUR

Electric dry cells and dry cell batteries, electric flashlights and electric lamps or bulbs. Licenses granted to: Union Carbide Singapore Ltd., Union Carbide Kenya Ltd. and Eveready Batteries Ltd.

EVEREADY

Cambodia

9,089

Electric dry cells and batteries, electric lamps or bulbs, flashlights and parts therefor, pressure lanterns and parts therefor, mantels for incandescent lighting and lamp and lantern chimneys of glass. (Renewal due June 15, 1986.) Licenses granted to: Union Carbide Asia Ltd. and Union Carbide Singapore Ltd.

EVEREADY

Chile

264,653

Electric batteries, dry cells and other electrical apparatus comprised in Class 36. Electric lamps, flashlights and bulbs, and incandescent burners. Licenses granted to: Union Carbide Asia Ltd., Sonca Industries Ltd., Union Carbide Colombia, S.A. and Union Carbide Argentina S.A.I.C.S.

EVEREADY

Colombia

2,910

Apparatus and instruments of the following nature: electric (including radio), photographic, for measuring, for marking, for control inspections and especially primary batteries of all classes, whether wet or dry; dry cells in general, multiple batteries; a quantity of dry cells in a package or box; small batteries (for flashlights and hearing aids); batteries for use in telephony and telegraphy in general, and for signaling tramways and railroads, secondary cells of all classes, whether wet or dry, including those which use alkali acid, etc., as well as portable or fixed cells, such as batteries used for starting, lighting and the ignition of automobiles, boats, tractors, etc., boxes, cartridges or containers, whether portable or fixed, to contain any of the above mentioned batteries, such as cartridges or boxes for dry cells, etc., boxes for the batteries of accumulators, all of which act as protectors for the said cells or batteries, and whether they do or not have incandescent lamps, with or without reflectors; electric lamps for batteries including incandescent lamps for all of the above mentioned types of batteries and cells, lamps, with or without reflectors; electric instruments for measuring and verification including pocket voltmeters and ammeters, instruments for automobiles, factories, etc., electrodes, including those used in electrothermic or electrochemical procedures; projection lamps, photographic lamps, reflectors, etc.; all types of resistances, such as those of solid carbon, or in the form of powder or paste; apparatus for soldering and cutting accessories and materials for metals and alloys, torches or blow torches for autogenous soldering (acetylene) and any other lamps, torches or blow torches used for soldering and similar procedures; equipment in general used for soldering and cutting, including valves, regulators, tanks or containers for gas and rubber hoses. (In process of being renewed - February 15, 1986.) Licenses granted to: Sonca Industries Ltd., Union Carbide Asia Ltd. and Union Carbide Colombia, S.A., recorded Oct. 6, 1977.

TRADEMARK SC. CL

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
EVEREADY	Colombia	2,910A Acetylene generators; lighting, heating, steam production, boiling, refrigerating, drying and ventilating installations and especially batteries for lighting private homes and for use in lighting in general, incandescent lamps for all types of batteries and cells. (In process of being renewed - February 15, 1986.) Licenses granted to: Union Carbide Asia Ltd., Union Carbide Colombia, S.A. and Sonca Industries Ltd.
EVEREADY	Costa Rica	2,943/2,836 Electrical machinery, apparatus and supplies; electric batteries of all kinds; electric flashlights, flashlight cases, flashlight bulbs or lamps and parts thereof; radio machinery, apparatus and supplies. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Centro Americana, S.A. and Sonca Industries Ltd.
EVEREADY	Cuba	37,756 Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry batteries, storage batteries, and electric starters. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.
EVEREADY	Cyprus	8,816 Electric dry cells and batteries. Associated with Reg. No. 8,817 for EVEREADY. Licenses granted to: Union Carbide Singapore Ltd. and Eveready Batteries Ltd.
EVEREADY	Cyprus	8,817 Electric lamps or bulbs, and electric torches or flashlights. Associated with Reg. No. 8,816 for EVEREADY. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.
EVEREADY	Dominica	412 Electric batteries of all kinds in Class 8; electric lamps or bulbs of all kinds; flashlights and parts in Class 13. Licenses granted to: Union Carbide Singapore Ltd. and Sonca Industries Ltd.
EVEREADY	Dominican Republic	2,243 Electric bulbs, flashlights, flashlight cases, accessories for electric dry cells and electric batteries. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.
EVEREADY	Dominican Republic	22,254 Electric dry cells and batteries.

TRADEMARK 5C

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY

170

Ecuador

EVERETADY
 Electric machinery, materials, apparatus and accessories for the production, transmission and utilization of light, heat and power, including batteries, accessories and parts for the same, such as primary batteries of all kinds, both wet and dry, including dry batteries in general, multiple batteries (in a package or box) small batteries (lantern type, etc.) batteries in the dormant state, batteries for telephony in general, batteries for telegraphy in general, batteries for railroad signals, tramway signals, etc., secondary batteries of all kinds, both wet and dry, including batteries for electric lamps and lanterns, portable and stationary, acid batteries, alkaline batteries, etc., portable or stationary, such as starting, lighting and ignition batteries for automobiles, launches, tractors, etc., batteries for electric lamps and lanterns, portable and stationary, batteries for lighting houses and for lighting purposes in general, batteries for electric plants in general, boxes, cartons and containers, including portable and stationary containers for any types of batteries mentioned above, such as cartons or boxes for electric lantern batteries, cartons or boxes for dry cells, bell size, etc., boxes for accumulator batteries, all of which serve as protectors of the cells or batteries with or without incandescent lamps and reflectors, electric lamps for batteries including incandescent lamps for all types of cells, and batteries mentioned above, lamps with or without reflectors, machinery and apparatus for the setting up of batteries, accessories and materials, including apparatus for charging, such as cables, connectors, etc., miscellaneous apparatus, materials and accessories such as electric instruments for measuring and testing, including voltmeters, ammeters, instruments for automobiles, electric plants, etc., instruments for indicating marking, registering, etc., in general, apparatus and materials for electric welding, including generator and dynamo, regulators, welding machines and electrodes, and for lighting, such as voltaic arc protectors, photographic lamps, reflectors, etc., brushes for the same, carbon holders, connectors or terminals, resistances of all kinds, such as solid, powder and paste carbon, contacts for interrupters, keys, etc., ignition apparatus, accessories and materials including magnetos, distributors, spark plugs, etc., carbon or graphite manufactured or in other forms, being and not being part of some electric device, such as crucibles, refractory materials for electric furnaces, etc., all electric furnace products including calcium carbide, metal alloys and alloy metal for use in the manufacture of steel and other metals, apparatus for cutting and welding, accessories and materials for metal alloy and alloy materials including acetylene generators, torches and blow pipes for autogenous soldering (acetylene) and any other lamps, torches or blow pipes used in welding or similar processes, equipments in general for welding and cutting, including valves, regulators, tanks or tubes or containers for gas, rubber hoses or pipes, etc., miscellaneous materials including soldering rods, pastes or fusible metals, gases, etc. (the process of being renewed - November 19, 1988.) Licenses granted to: Union Carbide Asia Ltd., Sumica Industries Ltd. and Union Carbide Ecuador, S.A.

BOOK 500 PAGE 483

TRADEMARK SUBJECT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

EVEREADY

Dry cells and batteries, radio apparatus and parts thereof. License granted to: Union Carbide Egypt S.A.E.

1,308

EVEREADY

Electric torches (not for signalling), electric lamp bulbs. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

1,309

EVEREADY

Electrical machinery, apparatus and supplies; electric batteries of all kinds; electric flashlights; flashlight cases, flashlight bulbs or lamps and parts thereof; radio machinery, apparatus and supplies. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Centro Americana, S.A. and Sonca Industries Ltd.

15,864 Libro 39

EVEREADY

Electric dry cells and batteries, flashlights, electric lamps or bulbs, electric lamp testers; antifreeze, chemical compositions for use in connection with automobiles. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

2399

EVEREADY

Electric dry cells and batteries, flashlights, electric lamps or bulbs, electric lamp testers, antifreeze, chemical compositions for use in connection with automobiles, pressure lanterns, mantels for incandescent lighting, chimneys of glass. Licenses granted to: Union Carbide Asia Ltd., Sonca Industries Ltd., Union Carbide Kenya Ltd., Union Carbide Singapore Ltd. and Eveready Batteries Ltd.

Adv. 501/9/61

EVEREADY

Electrical dry cells and batteries. License granted to: Union Carbide Singapore Ltd.

1,587

EVEREADY

Flashlights, electric lamps and bulbs. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

1,588

EVEREADY

Electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd.

1,475

500 PAGE 494

TRADE MARK S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK	COUNTRY	REGISTRATION
EVEREADY Flashlights, electric lamps or bulbs. License granted to: Sonca Industries Ltd.*	Gambia	1,426
EVEREADY Electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd. and Union Carbide Ghana Ltd.	Ghana	2,229
EVEREADY Electric dry cells and batteries.	Grenada	Advertisement
EVEREADY Electric flashlights and lanterns; electric lamps and bulbs. License granted to: Sonca Industries Ltd.	Grenada	Advertisement
EVEREADY Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries, and electric starters.	Guam	126
EVEREADY Electric batteries, electric flashlights, electric lamps for automobiles, and flashlights, dry cells, storage batteries, and electric starters. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Centro Americana, S.A. and Samsa Industries Ltd.	Guatemala	1,508
EVEREADY Dry cell batteries, flashlights, electric lamps and bulbs. (In process of being renewed - August 19, 1986.) Licenses granted to: Union Carbide Cote D'Ivoire and Union Carbide Singapore Pte. Ltd.	Guinea	144
EVEREADY Electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd., recorded Mar. 7, 1971.	Guyana	1,179
EVEREADY Batteries and radio apparatus. License granted to: Union Carbide Singapore Ltd., recorded Nov. 5, 1971.	Haiti	368 reg. 89

TRADEMARK S

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY

Haiti

361 reg. 39

Flashlights, electric lamps and bulbs. Licenses granted to: Union Carbide Asia Ltd., Sonca Industries Ltd. and Union Carbide Singapore Ltd., recorded Nov. 5, 1971.

EVEREADY

Honduras

1,465

Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries and electric starters. Licenses granted to: Union Carbide Centro Americana, S.A., Union Carbide Asia Ltd. and Sonca Industries Ltd.

EVEREADY

Hong Kong

210/1928

Dry batteries, electric flashlights and flashlight batteries. Associated with Trademark Nos. 211, 212 and 213 of 1928. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Singapore Ltd., Eveready Hong Kong and Sonca Industries Ltd.

EVEREADY

Hong Kong

529/1978

Electric battery chargers. Associated with Trademark Nos. 210 of 1928, 1401 of 1949, 1046 and 1049 of 1954, 1280 of 1973 and 1427 of 1977.

EVEREADY

Hong Kong

461/1959

Electric dry cells and batteries. Associated with Trademark Nos. 210/1928, 7/1930, 84/1938, 1047/1954, 1049/1954. License granted to: Union Carbide Singapore Ltd., recorded May 13, 1971.

EVEREADY

Hong Kong

263/30

Flashlight bulbs. (In process of being renewed - April 3, 1986.) Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

TRADEMARK 5 JUNE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

OVERLAP

Iceland

51,1947

Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries, and electric starters; radio receiving sets and loud speakers; flasher lamps, namely, portable battery-operated electric signal and warning lamps; thermionic vacuum tubes, vacuum tube valves and rectifiers, photo-electric cells, and television tubes; conditioning and cleaning compositions for cooling systems such as cooling systems for internal combustion engines; apparatus for flushing and cleansing cooling systems, such as cooling systems for internal combustion engines; composition for removing sludge from crankcases and moving parts of automobiles and other engines; receptacles in the nature of kits for electric lamp bulbs; electric lamp testers; detection devices for leakage of gas or other fluids in closed systems, particularly leakage detectors for attachment to filling openings of automobile radiators or to cooling systems of internal combustion engines to indicate cylinder head leakage or leakage between the combustion chamber and the cooling system; antifreeze and corrosion preventive both for use in automobile and other cooling systems; liquid chemical preparations for use as coolants for airplane and torpedo boat engines, machine guns, liquid rheostats, transformers, chemical reaction vessels, and running coils for air conditioning units; and for use of heating mediums for constant temperature baths, high temperature heating systems replacing steam under pressure, exhaust heating systems for airplanes, air conditioning units, chemical reaction vessels, and for use as mediums for leading vessels or pipes, and for use for brake fluids, fluids for liquid transmission, shock absorbers and arresting gears and for hydraulic operated steam valves, hydraulic ship controls and hydraulic back pressure valves for acetylene and similar installations. License granted to: Union Carbide Singapore Ltd.

TRADEMARK SC

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARKS

EVIDENTIARY

Indonesia
 36,204
 Curtains, rain clothes, umbrellas, raincoats, edgings, napkins, tablecloths, table linen, sheetings, metals and metal alloys, accumulators and parts thereof, lighting arresters, agents for protection of materials and/or prevention of attack on materials, accessories of automobiles, aprons, igniters, incandescent lamps, gas mantles, calcium carbide, chemicals, surgical articles, contacts, mechanical condensers, electrical condensers, centrifugal pumps, filters, disinfectants, slides, valves, radio tubes, dry batteries, electric bells, electric lamps and illuminating apparatuses, electrical machines, lanterns (lamps), electric batteries, electric goods, meters for measuring current strength and potential for electricity, lanterns (lamps), gasoline, graphite, yarns and threads, heating and illuminating arrangements and apparatuses, machines and parts thereof; suspension lamps, portable lamps, hollow cylinders, hollow rods, gloves, resin, induction coils, inductors, injectors, insect powder jewels, dyes and pigments, writing sets, adhesives, soldering irons, welding rods, glue or size, machine oil, medicines, bricks, furniture covers, furniture polish, soldering paste, pens, penknives, penholders, pen boxes, lead pencils, polishing and cleaning agents, pumps and parts thereof, pharmaceutical preparations and products, rust proofing preparations, pipes, measuring instruments, parafols, regulators, grindstones, shellac, tiller bags, artificial jewels, cutting machines and apparatuses, cement, vacuum gauges, vacuum pumps, hardening agents, spot-removing agents, cleaning fluid, cylinders, blow pipes and bellows, alcohol, polishing wax, hydrogen, welding agents. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Singapore Ltd., P. I. Union Carbide Indonesia and Sonta Industries Ltd.

EVIDENTIARY

Indonesia
 118,282
 Portable electric lamps; electric pocket flashlights; cases for pocket flashlights; batteries for pocket flashlights; electric dry batteries, electric storage batteries; carbon electrodes for electric arc lights and cinematographic projection apparatus; carbon brushes used for electric machines. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Singapore Ltd., P. I. Union Carbide Indonesia and Sonta Industries Ltd.

EVIDENTIARY

Indonesia
 113,685
 Electric lamps and bulbs. (In process of being renewed - September 21, 1986) Licenses granted to: Union Carbide Asia Ltd. and Sonta Industries Ltd.

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TRADEMARK SCULPTURE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY

Iran

13,140

Chemical products used in industry, science, photography, agriculture, horticulture, forestry, manures (natural and artificial), fire extinguishing compositions, tempering substances and chemical preparations for soldering; chemical substances for preserving foodstuffs; tanning substances; adhesive substances used in industry. Paints, varnishes, lacquers, preservatives against rust and matters, dyestuffs; mordants; metals in foil and powder form for painters and decorators. Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrices. Industrial oils and greases (other than edible oils and fats and essential oils); lubricants, dust laying and absorbing compositions, fuels (including motor spirit) and illuminants; (candles, tapers, nightlights and wicks). Scientific, nautical, surveying and electrical apparatus and instruments (including wireless) photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; coin or counter-freed apparatus; talking machines; cash registers; calculating machines; fire extinguishing apparatus. Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes. Licenses granted to: Union Carbide Egypt S.A.E., recorded September 13, 1981; Eveready Batteries Ltd., Union Carbide Asia Ltd., recorded Oct. 3, 1961, and Union Carbide Singapore Pte. Ltd. and Sonca Industries Ltd..

EVEREADY

Iraq

1,935

Batteries of all kinds, flashlights and bulbs or lamps for flashlights and other purposes. Licenses granted to: Sonca Industries Ltd., Union Carbide Asia Ltd., Union Carbide Singapore Ltd., Union Carbide Egypt S.A.E. and Eveready Batteries Ltd.

EVEREADY

Israel

976

Electric batteries, dry cells, storage batteries, electric flashlights and electric lamps. Licenses granted to: Union Carbide Asia Ltd., Sonca Industries Ltd. and Eveready Batteries Limited.

EVEREADY

Jamaica

1,678

Electric dry batteries, electric storage batteries, electric flashlights. Associated with Trademark No. 2,487. Licenses granted to: Union Carbide Singapore Ltd., recorded December 17, 1971, and Sonca Industries Ltd.

EVEREADY

Jamaica

1,679

Electric flashlight cases. License granted to: Sonca Industries Ltd.

500 500 400

TRADEMARK S. JUNE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY

2,487

Jamaica

EVEREADY Electric bulbs. Associated with trademark No. 1,678. License granted to: Sumca Industries Ltd.

128,073

Japan

EVEREADY Primary and secondary batteries and parts thereof; electrical measuring and testing instruments and parts thereof; carbon brushes; electrodes for electrochemical and electrothermic purposes; electric resistors; interrupters, switches and parts thereof. License granted to: Sony-Iveready, Inc., recorded January 24, 1983

480,264

Japan

EVEREADY Wireless telegraph and telephone receiving and transmitting apparatus and their parts, vacuum tubes for wireless telegraphy and telephony and their parts, other apparatus for wireless telegraphy and telephony and all other goods in the class (69) (excepting batteries, electric measuring instruments and their parts, carbon brushes for electric machines, electric poles, rheostats, electric circuit breakers, switches and their parts and pocket lamps and their parts. (In process of being renewed - January 30, 1986.) Associated with Reg. No. 213,033. License granted to: Union Carbide Asia, Ltd., recorded Aug. 11, 1961.

481,559

Japan

EVEREADY Primary and secondary batteries and parts thereof; electrical measuring and testing instruments and parts thereof; carbon brushes for electric machines; electrodes for electric furnaces and electric heaters; electric resistors; electric circuit interrupters, switches and parts thereof. (In process of being renewed - February 21, 1986.) Associated with Registration No. 128,073. License granted to: Sony - Iveready, Inc., recorded January 24, 1983.

1,086

Jordan

EVEREADY Electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd., Union Carbide Egypt S.A.E. and Iveready Batteries Ltd.

1,087

Jordan

EVEREADY Flashlights, electric lamps or bulbs. Licenses granted to: Union Carbide Asia Ltd. and Sumca Industries Ltd.

16,522

Kenya

EVEREADY Electric dry cells and batteries. Associated with trademark No. 16,522. Licenses granted to: Union Carbide Kenya Ltd., recorded Feb. 20, 1978, and Union Carbide Singapore Pte. Ltd.

TRADEMARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
EVEREADY Electric flashlights, electric lamps and bulbs. Associated with trademark No. 16,522 Eveready. Registered User: Union Carbide Kenya Ltd., recorded Feb. 20, 1970. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.	Kenya	16,523
EVEREADY Electric batteries and dry cells, electric flashlights, electric bulbs and electric lamps. License granted to: Union Carbide Asia Ltd.	Korea (South)	467
EVEREADY Electric batteries, dry cells, storage batteries and electric starters. Electrical apparatus, machines and supplies. Licenses granted to: Sonca Industries Ltd., Union Carbide Singapore Ltd. and Eveready Batteries Ltd.	Kuwait	1,609
EVEREADY Electric flashlights; electric lamps for automobiles and flashlights. Licenses granted to: Sonca Industries Ltd. and Union Carbide Asia Ltd.	Kuwait	1,620
EVEREADY Electric dry cells and batteries, electric lamps or bulbs, flashlights and parts therefor, pressure lanterns and parts therefor, mantles for incandescent lighting and lamp and lantern chimneys of glass. (Renewal due June 12, 1986.) Licenses granted to: Union Carbide Asia Ltd. and Union Carbide Singapore Ltd.	Laos	8,572
EVEREADY Electric batteries, electric lamps, electric lamps for automobiles and signal lamps, dry batteries and electric starters. (In process of being renewed - April 16, 1986.) Licenses granted to: Eveready Batteries Ltd., Sonca Industries Ltd., Union Carbide Singapore Ltd., Union Carbide Egypt S.A.E. and Union Carbide Asia Ltd.	Lebanon	24,721
EVEREADY Flashlight cases, bulbs, electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Pte. Ltd. and Sonca Industries Ltd.	Liberia	26,983/3107

TRADEMARK SC JHEE
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY

565

LIBYAN
 Electric flashlights and electric lamps or bulbs. License granted to: Sonca Industries Ltd.

557

LIBYAN
 Electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd., Union Carbide Egypt S.A.E. and Eveready Batteries Ltd.

M/25,156

LIBYAN
 Electric torches. Associated with Reg. No. M/10244 "Eveready" Hexagonal and Oval Device. Licenses granted to: Halayan Batteries Limited, recorded May 31, 1961; and Union Carbide Singapore Ltd.

M/25,157

LIBYAN
 Electric torches. Associated with Reg. No. M/25156 "Eveready". License granted to: Union Carbide Asia Ltd., recorded Sept. 6, 1961.

M/25,288

LIBYAN
 Electric bulbs. Associated with Reg. No. M/22074 Eveready Flashlight carton panel. License granted to: Union Carbide Asia Ltd., recorded Sept. 6, 1961.

3084

LIBYAN
 Electric dry cell batteries, flashlights and electric lamps or bulbs. License granted to: Union Carbide Cote d'Ivoire.

4,616

LIBYAN
 Electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd. and Eveready Batteries Ltd.

4,617

LIBYAN
 Flashlights, electric lamps or bulbs. License granted to: Sonca Industries Ltd.

4/ of reg. A/B

LIBYAN
 Electric dry cells and batteries, flashlights, electric lamps or bulbs, electric lamp testers, anti-freeze, chemical compositions for use in connection with automotive vehicles. Licenses granted to: Union Carbide Asia Ltd., Sonca Industries Ltd. and Union Carbide Singapore Ltd.

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TRADEMARK S. A. SUT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

VITALITY

Mexico

18,927

REGISTRATION

I - Electrical machinery, supplies and accessories for the production, transmission of light, heat and power, including: A-batteries, accessories and parts thereof, such as: 1 - Primary batteries of all classes, both wet and dry, including: dry cells, multiple batteries (a number of single cells in one package or case), miniature batteries (of flashlight type), deferred-action cells, telephone batteries, telegraph batteries, signal batteries for railroads and tramways. 2 - Secondary batteries of all classes, both wet and dry, including: acid and alkaline, both portable and stationary, such as: automobile starting, lighting and ignition batteries, hand lamp and flashlight batteries, house lighting and utility batteries, power station batteries; 3 - Battery cases or holders, including: Portable or stationary, for containing any of the above types of batteries, such as: flashlight cases, dry cell cases or holders, storage battery cases, all of which act as protection for the battery and which may or may not carry an incandescent lamp with or without a reflector. 4 - Battery lamps, including: incandescent lamps for use with above types of batteries, lamps with or without reflectors. 5 - Battery service equipment, accessories and supplies, including: charging apparatus, such as: generators, regulators, accessories, such as cables, connectors, etc. B - Miscellaneous apparatus, supplies and accessories, such as: 1 - Electrical measuring and testing instruments, including: Pocket meters, dashboard meters, indicating or recording, etc. 2 - Electrical welding apparatus, accessories and supplies, including: generators, regulators, welding machines and electrode holders. 3 - Electrodes, including: those for electro-thermic and electro-chemical processes; welding processes; lighting purposes such as: arc, projector and photographic lamps. 4 - Brushes for dynamos and motors, including: brushes of carbon, graphite, metal or combinations thereof; holders and connectors. 5 - Resistors of all types, such as those of carbon, whether solid, powder or paste. 6 - Contacts for interrupters, switches, etc. 7 - Ignition apparatus, accessories and supplies, including: magnets, distributors, spark plugs. 8 - Carbon and graphite, manufactured in otherwise, alone or in combination with other materials, whether or not embodied in electrical devices, such as: crucibles for electric furnaces; refractory linings for electric furnaces, etc. II - All products of the electric furnace, including: calcium carbide, metallic alloys and alloying metals used in the manufacture of steel and other metals. III - Welding and cutting apparatus, accessories and supplies, for metals and alloys, including: (Acetylene) generators, (acetylene) gas welding and cutting blowpipes, and any other blowpipes or torches used in the welding or allied processes; miscellaneous welding and cutting equipment, including valves, regulators, gas packages or containers, hose, etc., miscellaneous supplies, including welding rods, fluxes and gases. Licenses granted to: Union Carbide Asia Ltd., Sumca Industries Ltd. and Union Carbide Mexicana, S. A., renewed June 2, 1975.

TRADEMARK Sec. 20(1)

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

LIVE/READY

Montserrat

280

Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments and apparatus for teaching, namely, electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd.

LIVE/READY

Morocco

20,147

Electric batteries, electric flash-lights, electric lamps for automobiles and flash-lights, dry cells, storage batteries and electric starters; radio receiving sets and loud-speakers; flasher lamps - namely, portable battery-operated electric signal and warning lamps; thermionic vacuum tubes, vacuum tube valves and rectifiers, photo-electric cells, and television tubes; conditioning and cleaning compositions for cooling systems such as cooling systems for internal combustion engines; apparatus for flushing and cleaning compositions for cooling systems such as cooling systems for internal combustion engines; compositions for removing sludge from crankcases and moving parts of automobile and other engines; receptacles in the nature of kits for electric lamp bulbs; electric lamp testers; detection devices for leakage of gas or other fluids in closed systems, particularly leakage detectors for attachment to filling openings of automobile radiators or to cooling systems of internal combustion engines to indicate cylinder head leakage or leakage between the combustion chamber and the cooling system; anti-freeze, anti-rust and corrosion preventive, both for use in automobile and other cooling systems; liquid chemical preparations for use as coolants for airplane and boat engines, machine guns, liquid rheostats, transformers, chemical reaction vessels, and cooling coils of air conditioning units; and for use as heating mediums for constant temperature baths, high temperature heating systems replacing steam under pressure, exhaust heating systems for airplanes, air conditioning units, chemical reaction vessels, and for use as mediums for lagging vessels or pipes; and for use for brake fluids, fluids for liquid transmission, shock absorbers and arresting gears and for hydraulic operated steam valves, hydraulic ship controls, and hydraulic back pressure valves for acetylene and similar installations. Licenses granted to: Union Carbide Asia Ltd., Sumca Industries Ltd., Union Carbide Singapore Ltd., Union Carbide Egypt S.A.E. and Eveready Batteries Ltd.

LIVE/READY

Netherlands Antilles

669

Flashlight cases, bulbs, and electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd. and Sumca Industries Ltd.

LIVE/READY

New Zealand

56,602

Dry cells and dry cell batteries. Registered users: Union Carbide Australia Limited, recorded May 13, 1959; and Union Carbide New Zealand Proprietary Limited, recorded June 15, 1960.

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TRADE MARK SCHEMATIC

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK	COUNTRY	REGISTRATION
EVEREADY	New Zealand	56,603
Electric gas lighters, electric lamps, including portable lamps such as flashlights or torches, electric lamp cases and electric bulbs. Registered Users: Union Carbide Australia Limited, recorded May 13, 1959; Union Carbide New Zealand Proprietary Limited, recorded June 15, 1960; and Union Carbide Asia Ltd., recorded October 1, 1965.		
EVEREADY	Nicaragua	1,731
Batteries of all kinds, flashlights, flashlight lamps, apparatus and accessories for radio. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Centro Americana, S.A. and Sonca Industries Ltd.		
EVEREADY	Nigeria	3,727
Electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd., recorded Oct. 3, 1974, and Union Carbide Nigeria Ltd.		
EVEREADY	Oman & Qatar, Fed. of Arab Emirates	855
Electric dry cells and batteries; electric flashlights or torches; electric lamps or bulbs; electric lamps testers; pressure lanterns; mantles for incandescent lighting; lamps and lantern chimneys of glass; anti-freeze preparations and chemical compositions for use in connection with automotive vehicles. Licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd., Union Carbide Asia Ltd., Sonca Industries Ltd. and Union Carbide Singapore Pte. Ltd.		
EVEREADY	Pakistan	5,607
Dry cell batteries. (In process of being renewed - May 17, 1986.) Licenses granted to: Union Carbide Singapore Ltd. and Union Carbide Pakistan Ltd., recorded Feb. 23, 1972. Registered User: National Carbon Company (Pakistan) Ltd.		
EVEREADY	Pakistan	5,608
Flashlights being lamps and electric lamps or bulbs in Class 11. (In process of being renewed - May 17, 1986.) Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd. Registered User: National Carbon Company (Pakistan) Ltd.		
EVEREADY	Panama	1,747
Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, electric storage batteries and electric starters. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Centro Americana, S.A. and Sonca Industries Ltd.		

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY

Paraguay

104,587

Electricity, electrical machinery, electrical supplies, apparatus and accessories for the production of power, heat and light; telephony, telegraphy and wireless telegraphy and especially electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries and electric starters. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

EVEREADY

People's Republic of China

159972

Electric dry cells, electric batteries, flashlights.

EVEREADY

Peru

26,446

All kind of electric articles in general, especially accumulation electric batteries or accumulators, dry cell batteries, and all goods in class 9.

EVEREADY

Peru

29,285

Electric torches, installations for lighting, and all goods in Class 11. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

EVEREADY

Puerto Rico

1,351

Electric batteries, whether primary or secondary; battery lamps; battery cases or holders, portable or stationary, and electrical measuring instruments. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.

EVEREADY

Ras Al-Khaimah

422

Electric dry cells and batteries, electric flashlights and electric lamps or bulbs. (In process of being renewed - June 17, 1986.) Licenses granted to: Union Carbide Egypt S.A.E. and Eveready Batteries Ltd.

EVEREADY

Rwanda

None

Electric dry cells and dry cell batteries, electric flashlights and electric lamps or bulbs. Licenses granted to: Union Carbide Singapore Ltd., Union Carbide Kenya Ltd. and Eveready Batteries Ltd.

TRADE MARK SUBJECT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

EVEREADY

Sabah

1/542

Electric batteries, dry cells, storage batteries, electric meters; electric flashlight cases. (In process of being renewed - April 29, 1986.) Licenses granted to: Malayan Batteries Limited, recorded May 26, 1961, Union Carbide Singapore Ltd., recorded Jan. 16, 1971 and Sonca Industries Ltd.

EVEREADY

Sabah

2/542

Electric flashlights, electric lamps for automobiles and flashlights, portable battery-operated electric signal and warning lamps, arc lamps and carbon thereof. (In process of being renewed - April 29, 1986.) Licenses granted to: Union Carbide Asia Ltd., recorded Aug. 12, 1961, and Sonca Industries Ltd.

EVEREADY

St. Christopher, Nevis and Anguilla

280

Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments and apparatus for teaching, namely, electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd.

EVEREADY

St. Lucia

25/1948

Scientific instruments and apparatus for useful purposes, and all other goods in Class 8, especially electric and dry cell batteries. License granted to: Union Carbide Singapore Ltd., recorded Nov. 23, 1971.

EVEREADY

St. Lucia

24/1948

Flashlights, electric lamps or bulbs, and all other goods in Class 13. License granted to: Sonca Industries Ltd.

EVEREADY

St. Vincent

Advertisement

Electric dry cells and batteries.

EVEREADY

St. Vincent

Advertisement

Electric flashlights and lanterns, electric lamps and bulbs. License granted to: Sonca Industries Ltd.

EVEREADY

Western Samoa

935

Dry cells and dry cell batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY

Western Samoa

936

Electric gas lighters, electric lamps, including portable electric lamps such as flashlights or torches, electric lamp cases and electric bulbs. Licenses granted to: Sonca Industries Ltd. and Union Carbide Asia Ltd.

TRADE MARK S. . .

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

EVEREADY

Sarawak

248

Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries, electric starters, electric meters; flasher lamps - namely, portable battery-operated electric signal and warning lamps; arc lamps and carbons therefor, electric flashlight cases. Licenses granted to: Union Carbide Asia Ltd., recorded Aug. 11, 1961, Malayan Batteries Limited, recorded Aug. 24, 1966, Union Carbide Singapore Ltd., recorded June 15, 1971, and Sonca Industries Ltd.

EVEREADY

Seychelles Islands

262

Electric dry cells and batteries, flashlights, electric lamps or bulbs, electric lamp testers, anti-freeze, chemical compositions for use in connection with automotive vehicles. Licenses granted to: Union Carbide Asia Ltd. and Union Carbide Singapore Ltd.

EVEREADY

Sierra Leone

3,166

Electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd.

EVEREADY

Sierra Leone

3,167

Flashlights, electric lamps or bulbs. License granted to: Sonca Industries Ltd.

EVEREADY

Singapore

17,608

Electric batteries. Associated with Reg. Nos. 10244, 10491 and 15,714. Registered User: Union Carbide Singapore Pte. Ltd., recorded Jan. 13, 1971.

EVEREADY

Singapore

17,609

Electric torches. Associated with Reg. Nos. 10244, 10491 and 15,714. License granted to: Union Carbide Asia Ltd., recorded Aug. 12, 1961.

EVEREADY

Singapore

18,719

Electric bulbs. Associated with Reg. No. 15,714. License granted to: Union Carbide Asia Ltd., recorded Aug. 12, 1961.

EVEREADY

Somalia

1,158

Electric dry cells and batteries; electric flashlights and lanterns; and electric lamps and bulbs. Licenses granted to: Eveready Batteries Ltd., Union Carbide Asia Ltd., Union Carbide Kenya Limited, Union Carbide Singapore Pte. Ltd. and Sonca Industries Ltd.

BOOK 500 PAGE 408

TRADEMARK SC OLE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
EVEREADY Electric batteries, not for medical purposes. Associated with following trademarks: B.3944, 6766, 6770. Licenses granted to: Union Carbide Ceylon Limited and Union Carbide Singapore Ltd.	Sri Lanka	7,680 31,877
EVEREADY Batteries (not for medical uses). Associated with Reg. Nos. 6766, 6770, 7680, 11980 and 32289. Licenses granted to: Union Carbide Ceylon Limited and Union Carbide Singapore Pte. Ltd.	Sri Lanka	32,289
EVEREADY Batteries (not for Medical Use). Associated with Reg. Nos. 6766, 6770, 7680, 11,980 and 31,877. Licenses granted to: Union Carbide Ceylon Limited and Union Carbide Singapore Pte. Ltd.	Sri Lanka	7,681
EVEREADY Flashlights, flashlight cases and flashlight lamps. Associated with following trademarks: B.3943, 6767, 6768, 6769. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.	Sri Lanka	414
EVEREADY Philosophical instruments, scientific instruments, and apparatus for useful purposes, instruments and apparatus for teaching - all goods in class B. Licenses granted to: Union Carbide Singapore Ltd., Union Carbide Sudan Ltd., Union Carbide Asia Ltd. and Sonca Industries Ltd.	Sudan	6016
EVEREADY Flashlight cases, bulbs, and electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Ltd., Union Carbide Asia Ltd. and Sonca Industries Ltd.	Surinam	7,605
EVEREADY Electric batteries, electric lamps, electric lamps for automobiles and signal lamps, dry batteries and electric starters. (In process of being renewed - June 28, 1986.) Licenses granted to: Union Carbide Asia Ltd., Union Carbide Singapore Ltd., Union Carbide Egypt S.A.L., Eveready Batteries Ltd. and Sonca Industries Ltd.	Syria	

TRADEMARK SC...JULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

EVEREADY
 All kinds of electric lamps including all kinds of bulbs, all kinds of lampshades and all other goods properly belonging in the bulbs and lampshades Group of Class 61. (In process of being renewed - September 30, 1986.) Associated with Reg. No. 5,717 license granted to: Union Carbide Asia Ltd., recorded April 11, 1963.

Taiwan
 5,716

EVEREADY
 All kinds of flashlights and all other goods properly belonging in the flashlights group of Class 61. (In process of being renewed - September 30, 1986.) Associated with registration No. 5,721 license granted to: Union Carbide Asia Ltd., recorded April 11, 1963.

Taiwan
 5,720

EVEREADY
 All kinds of flashlights and all other goods properly belonging in the flashlight group of Class 61. (In process of being renewed - September 30, 1986.) Associated with Reg. No. 5,720 for Eveready. License granted to: Union Carbide Asia Ltd., recorded April 11, 1963.

Taiwan
 6,176

EVEREADY
 All kinds of electric batteries, all kinds of storage batteries, and all other goods properly belonging in the Electric Batteries, Storage Batteries Group of Class 67. (In process of being renewed - September 30, 1986.) Associated with Reg. No. 5,731. Licenses granted to: Union Carbide Singapore Pte. Ltd. and Union Carbide Malaysia SDN. BHD. and Union Carbide Philippines, Inc.

Taiwan
 5,731

EVEREADY
 All kinds of electrical batteries and storage batteries and all other goods properly belonging in the electrical batteries and storage batteries group of Class 67. (In process of being renewed - September 30, 1986.) Associated with Reg. Nos. 5,730 for Eveready. License granted to: Union Carbide Singapore Pte. Ltd.

Taiwan
 6,178

EVEREADY
 Electric dry cells and batteries, flashlights, electric lamps or bulbs, electric lamp testers, anti-freeze, and chemical compositions for use in connection with automobiles. Licenses granted to: Union Carbide Asia Ltd. and Sonec Industries Ltd.

Taiwan
 3,447

500 500 500

TRADEMARK SC 011

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

551

EVEREADY
 Electric dry cells and batteries. Licenses granted to: Union Carbide Kenya Ltd., recorded Feb. 16, 1968, Union Carbide Singapore Ltd. and Eveready Batteries Ltd.

95/1928

EVEREADY
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Ltd., recorded April 16, 1972.

None

EVEREADY
 Bahrain, Kuwait, Qatar, Muscat & the Trucial States

Electric dry cells and batteries.

135

Tunisia

EVEREADY
 Electric batteries, electric flash-lights, electric lamps for automobiles and flash-lights, dry cells, storage batteries, and electric starters; radio receiving sets and loud-speakers; portable lamps, in particular, electric signal and warning lamps operated by portable batteries; thermionic vacuum tubes, vacuum valves, electronic tubes and rectifiers, photo-electric cells, and television tubes; conditioning and cleaning and cleansing cooling systems, such as such as cooling systems for internal combustion engines; apparatus for flushing and cleansing cooling systems, such as cooling systems for internal combustion engines; compositions for removing sludge from crankcases and moving parts of automobile and other engines; receptacles in the nature of kits for electric lamp bulbs; electric lamp testers; detection devices for leakage of gas or other fluids in closed systems, particularly leakage detectors for indicate cylinder to filling openings of automobile radiators or to cooling systems of internal combustion engines and the cooling system; heat leakage, leakage at the cylinder head jointings, or leakage between the combustion chamber and the cooling system; anti-freeze, anti-rust and corrosion preventive, both for use in automobile and other cooling systems; liquid chemical preparations for use as coolants for airplane and boat engines, machine guns, liquid rheostats, transformers, chemical reaction vessels, and cooling coils of air conditioning units; and for use as heating mediums for constant temperature baths, high temperature heating systems replacing steam under pressure, exhaust heating systems for airplanes, air conditioning units; chemical reaction vessels, and for use as mediums for lapping vessels or pipes; and for use for brake fluids, fluids for liquid transmission, shock absorbers and arresting gears and for hydraulic operated steam valves, hydraulic ship controls, and hydraulic back pressure valves for acetylene and similar installations. Licenses granted to: Union Carbide Asia Ltd., Union Carbide Industries Ltd., Union Carbide Singapore Ltd. and Eveready Batteries Ltd.

800-500 100-501

TRADEMARK SU
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

REGISTRATIONS:	COUNTRY	REGISTRATION
EVEREADY Electric batteries, electric projectors, projectors for automobiles, and electric lamps, dry cells, tools for setting in motion storage batteries and motors, electric signal indicators (electric flashlights) and signal indicating electric lamps for automobiles. Licenses granted to: Union Carbide Asia Ltd., Sonca Industries Ltd. and Eveready Batteries Ltd.	Turkey	48,517
EVEREADY Electric dry cells and batteries. (In process of being renewed - May 28, 1986.) Associated with Reg. No. B.409. Licenses granted to: Union Carbide Kenya Ltd., Union Carbide Singapore Ltd. and Eveready Batteries Ltd.	Uganda	B.408
EVEREADY Electric flashlights and electric lamps or bulbs. (In process of being renewed - May 28, 1986.) Associated with Reg. No. B.408. Licenses granted to: Sonca Industries Ltd. and Union Carbide Asia Ltd.	Uganda	B.409
EVEREADY Electric dry cells and batteries; electric flashlights and lanterns; and electric lamps and bulbs. (In process of being renewed - September 7, 1986.) License granted to: Eveready Batteries Ltd.	United Arab Emirates	Advertisement
EVEREADY Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries and electric starters. Licenses granted to: Union Carbide Asia Ltd. and Sonca Industries Ltd.	Uruguay	171,548
EVEREADY Electric dry cells and batteries; electric flashlights and bulbs.	U.S.S.R.	40893
EVEREADY Machinery, electrical supplies, apparatus and accessories for the production, transmission and utilization of light, heat and power, including portable or stationary battery cases and receptacles, together with accessories and parts of the same, portable and stationary, electric measuring and proving instruments, indicating or registering instruments, electrical soldering apparatus, accessories and supplies, ignition apparatus, articles of carbon for electrical purposes, electric furnaces, crucibles and lamps, electric batteries, both dry cells and storage batteries, electric flashlights, electric lamps for automobiles and flashlights, and electric starting apparatus. Licenses granted to: Union Carbide Asia Ltd., Union Carbide de Venezuela, C.A. and Sonca Industries Ltd.	Venezuela	12,586

TRADE MARK SUBJECT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

EVEREADY

Viet-Nam (South)

16,111

Electric dry cells and batteries, electric lamps or bulbs, flashlights and parts therefor, pressure lanterns and parts therefor, mantles for incandescent lighting and lamp and lantern chimneys of glass. (Renewal due June 16, 1986.) Licenses granted to: Union Carbide Asia Ltd. and Union Carbide Singapore Ltd.

EVEREADY

Virgin Islands

3,004

Electric batteries, electric flashlights, electric lamps for automobiles and flashlights, dry cells, storage batteries, and electric starters.

EVEREADY

Yemen

Advertisement

Electric dry cells and batteries; electric flashlights or torches; electric lamps or bulbs; electric lamp testers; pressure lanterns; mantles for incandescent lighting; lamp and lantern chimneys of glass; anti-freeze preparations and chemical compositions for use in connection with automotive vehicles. Last published advertisement August 30, 1976. Licenses granted to: Union Carbide Singapore Ltd., Eveready Batteries Ltd., Union Carbide Asia Ltd. and Sonca Industries Ltd.

EVEREADY

Yemen Arab Republic

Advertisement

EVEREADY

Zaire

1,091

Flashlights, flashlight cases, electric bulbs, dry cells and batteries. Licenses granted to: Union Carbide Asia Limited, Union Carbide Kenya Limited, Union Carbide Singapore Limited, and Sonca Industries Limited.

EVEREADY

Zaire

4,396

Pressure lanterns, mantles for incandescent lighting, and lamp and lantern chimneys of glass. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.

EVEREADY

Zanzibar

1451/1983

Electric dry cells and batteries.

EVEREADY (SHARDER AND DESIGN

Panama

032,924

Electric flashlights. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.

BOOK 500 PAGE 500

TRADEMARK S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

22268

32627

2593

10,666

7675

7949

Advertisement

42372

810755491

17,097

Adv. 4886/1982

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Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. Disclaimer: ALKALINE. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. Cautionary notice published on December 18, 1982. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries.

EVEREADY ENERGIZER LABEL
Apparatus for production, distribution and conversion of electric power.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

BOOK 500 PAGE 501

TRADEMARK -

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

22,263

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

37

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. Dominica

37,821

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Dominican Republic

422

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. Ecuador

83

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. El Salvador

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. Cautionary notice published May 15, 1983. License granted to: Union Carbide Singapore Pte. Ltd. Ethiopia
Advertisement

22546

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Ghana

EVEREADY ENERGIZER LABEL
Electric flashlights and lanterns; electric lamps and bulbs. Cautionary notice published December 31, 1982. Grenada
Advertisement

47027

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. Guatemala

57783

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Guinea

11824A
(App. No. 11,824A)

EVEREADY ENERGIZER LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Guyana

500 11824A

TRADEMARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

REGISTRATION	COUNTRY	REGISTRATION
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Haiti	20/69
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Honduras	41,806
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Iceland	5/1983
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Licensed to: P.T. Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.	Indonesia	180,202
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Kuwait	14,264
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Lebanon	41,876
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Proof of Use due May 27, 1986. Since mark is not currently being used in Mexico, a new application will be filed.	Mexico	288,263
EVEREADY ENERGIZER LABEL Electric dry cells and electric batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Morocco	31,237
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Netherlands Antilles	12651
EVEREADY ENERGIZER LABEL Electric dry cell batteries.	Nicaragua	15,545 C.C.
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Oman	Advertisement

500 506

TRADE MARKMILL
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

REGISTRATIONS:	COUNTRY	REGISTRATION
TRADE MARK		
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Panama	032,943
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Paraguay	104,587
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Peru	46,907
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Puerto Rico	24,777
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Cautionary notice last published January 28, 1983.	St. Vincent	Advertisement
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Sarawak	24507
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Disclaimer: ALKALINE. License granted to: Union Carbide Singapore Pte. Ltd.	South Korea	94,719
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Associated with Reg. No. 72,087.	Surinam	11,075
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Syria	14,888
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Tanzania	5696
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Tanzania	213
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Tanzania	

TRADEMARK S

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

77104

72, 102

Advertisement

Advertisement

3788

3789

22, 995

33, 444

2585

1, 061, 599

REGISTRATION	COUNTRY	REGISTRATION
EVEREADY ENERGIZER LABEL Electric dry cell batteries.	Turkey	77104
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	U. S. S. R.	72, 102
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Cautionary notice published February 21, 1982.	United Arab Emirates	Advertisement
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Cautionary notice published February 25, 1982.	United Arab Emirates	Advertisement
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Alghanistan	3788
EVEREADY 1050 LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Alghanistan	3789
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	African Union	22, 995
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Algeria	33, 444
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Antigua	2585
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Argentina	1, 061, 599

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TRADE MARK : JMBL

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

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EVEREADY TRANSISTOR BATTERY LABEL
 Argentina
 All goods in Class 20, the Class heading of which is: Electricity, electrical machinery, electrical supplies, apparatus and accessories for the production of power, heat and light; telephony, telegraphy and wireless telephony and telegraphy, radio and television. License granted to: Union Carbide Argentina S.A.I.C.S. 812,475

EVEREADY SUPER HEAVY DUTY LABEL
 Bahamas
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. 10661

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Bahamas
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. 10688

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Barbados
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. 7950

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Bahrain
 Electric dry cell batteries. License granted to: Union Carbide Singapore Pte. Ltd. 7974

EVEREADY HEX & OVAL DEVICE
 Bahrain
 Electric dry cell batteries. License granted to: Union Carbide Singapore Pte. Ltd. 7676

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Belize
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Advertisement

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Bolivia
 Electric dry cells and batteries. 42374

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Brazil
 Industry and Commerce of electric cells and batteries. 7106851

EVEREADY RECTANGULAR TRANSISTOR LABEL
 Brazil
 Electric dry cells and batteries. 810945002

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

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EVEREADY NATURAL CAT DESIGN LABEL (Red)
Electric dry cells and batteries.

Brazil

811672581

EVEREADY NATURAL CAT DESIGN LABEL (Silver)
Electric dry cells and batteries.

Brazil

811672573

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

Brunei

12098

EVEREADY HEX. & OVAL
Electric dry cells. Licenses granted to: Union Carbide Singapore Pte. Ltd. and Union Carbide Asia Ltd.

Burma

Re. Adv. 792/1953

EVEREADY HEX. & OVAL FLASHLIGHT BULBS
Electric lamps or bulbs. Licenses granted to: Sonca Industries limited and Union Carbide Asia Limited.

Burma

Re. Adv. 696/72

EVEREADY BULB CARTON PANEL
License granted to: Union Carbide Asia Limited.

Burma

Advertisement

EVEREADY HEX. & OVAL 1050 LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

Burundi

1948/Bur

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

Burundi

1947/Bur

EVEREADY HEX. & OVAL
Electric dry cells and batteries. (Renewal due October 29, 1986.) License granted to: Union Carbide Singapore Pte. Ltd.

Cambodia

9,304

EVEREADY FLASHLIGHT LAMPS AND DEVICE
Electric lamps or bulbs. (Renewal due July 16, 1986.) License granted to: Union Carbide Asia Ltd.

Cambodia

9,139

TRADE MARK S. 15g

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

EVEREADY HEX. & OVAL WITH NINE LIVES Electric dry cells and batteries. S.A.I.C.S.	Chile	253,020
Licenses granted to: Union Carbide Colombia, S.A. and Union Carbide Argentina.		
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Chile	205,146
EVEREADY TRANSISTOR LABEL Electric dry cells and batteries.	Costa Rica	62,095
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Cyprus	22,949
License granted to: Union Carbide Singapore Pte. Ltd.		
EVEREADY RECTANGULAR DEVICE LABEL Electric dry cell batteries. Deposit advertised last on April 9, 1981.	Djibouti	None given
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries	Dominica	31
EVEREADY RECTANGULAR DESIGN LABEL Electric dry cells and batteries.	Dominican Republic	37,822
License granted to: Union Carbide Singapore Pte. Ltd.		
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Ecuador	423
EVEREADY 950 BATTERY LABEL Dry cells and batteries.	Eritrea	None
EVEREADY 940 BATTERY LABEL Dry cells and batteries.	Ethiopia	None
License granted to: Union Carbide Singapore Pte. Ltd.		

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

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REGISTRATION

Advertisement

Advertisement

47028

058/83

123/65

19/69

8,796

1046/1954

1427 of 1977

42/1963

EVEREADY TRANSISTOR LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries. Published last on December 31, 1982.

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cell batteries. Guatemala

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Guinea

EVEREADY RECTANGULAR DESIGN LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Haiti

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Haiti

EVEREADY FLASHLIGHT LAMPS AND DEVICE
Electric lamps or bulbs. Licenses granted to: Union Carbide Asia Limited, and Suma Industries Limited. Honduras

EVEREADY MIX. & OVAL WITH NINE LIVES
Electric batteries. Disclaimer: 9. License granted to: Union Carbide Singapore Limited, recorded May 13, 1971. Hong Kong

EVEREADY RECTANGULAR TRANSISTOR LABEL
Batteries for use in products incorporating transistors. Disclaimer: 9. License granted to: Union Carbide Singapore Pte. Ltd. Hong Kong

EVEREADY MIX. & OVAL FLASHLIGHT BULBS
Electric lamps or bulbs. Disclaimers: 9, CARBIDE, and the representation of bulb devices. Licenses granted to: Suma Industries Limited and Union Carbide Asia Ltd. Hong Kong

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TRADEMARK - BUILT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK COUNTRY REGISTRATION

EVEREADY FLASHLIGHT CARTON PANEL Hong Kong 547/1959
 Electric flashlights and hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.

EVEREADY RECTANGULAR TRANSISTOR LABEL Iceland 6/1983
 Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY UNIT CELL #950 LABEL Indonesia 147,288
 Electric batteries, radio batteries, including torches and bulbs for same. Licenses granted to: Union Carbide Singapore Limited, Union Carbide Asia Limited and Sonca Industries Limited.

EVEREADY HEX AND OVAL WITH CAT AND NINE LIVES Indonesia 108,648
 Batteries. Licenses granted to: Union Carbide Singapore Limited and P. I. Union Carbide Indonesia.

EVEREADY HEX AND OVAL FLASHLIGHT BULBS Indonesia 109,796
 Flashlight bulbs. (In process of being renewed - March 27, 1986.) Licenses granted to: Sonca Industries Limited and Union Carbide Asia Limited.

EVEREADY RECTANGULAR TRANSISTOR LABEL Indonesia 116,729
 Electric dry cells and batteries. Licensed to: P. I. Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.

EVEREADY BLUE BACKGROUND LABEL Indonesia 116,732
 Electric dry cells and batteries. Licensed to: P. I. Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.

EVEREADY HEAVY DUTY BATTERY LABEL Indonesia 127,555
 All kinds of batteries and electric dry cells. Licensed to: P. I. Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.

EVEREADY HEAVY DUTY BATTERY LABEL Indonesia 132,190
 Electric dry cells and batteries. Licensed to: P. I. Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.

EVEREADY RECTANGULAR HEAVY DUTY LABEL W/CAT Indonesia 172,109
 Electric dry cells and battery. Licensed to: Union Carbide Singapore Pte. Ltd.

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TRADEMARK S. S. S. S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

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REGISTRATION

EVEREADY HEX. AND OVAL AND DESIGN

Indonesia

102,636

Batteries, as written in your label "transistor battery". Licensed to: P. I. Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.

EVEREADY HEX. AND OVAL W/CAT DEVICE

Iran

34,041

Electric dry cells and batteries. Licensed to: Union Carbide Singapore Pte. Ltd.

EVEREADY HEX AND OVAL W/CAT DEVICE

Iran

34,042

Electric dry cells and batteries. Licensed to: Union Carbide Singapore Pte. Ltd.

EVEREADY AND DEVICE LABEL

Iran

13,791

Machines and machine tools; motors (except for land vehicles); machine couplings and helting (except for land vehicles); large size agricultural implements; incubators. Scientific, nautical, surveying electrical apparatus and instruments (including wireless), photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving, and teaching apparatus and instruments; coin or counter-treed apparatus; talking machines; cash registers; calculating machines, fire-extinguishing apparatus. Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes. Small domestic utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (other than paint brushes); brush-making materials; instruments and material for cleaning purposes; steelwool; glassware, porcelain and earthenware, not included in other classes. Licenses granted to: Union Carbide Asia Limited, recorded October 3, 1961 and Sonca Industries Limited.

EVEREADY (AI & 9(950 LABEL)

Japan

1,318,230

Electric dry cells and batteries.

EVEREADY (AI & 9(1050 LABEL)

Japan

1,318,231

Electric dry cells and batteries.

EVEREADY RECHARGEABLE DESIGN LABEL

Japan

1,359,944

Electric dry cells and batteries.

TRADEMARK 5 JULI

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

2/4/75

EVEREADY HEAVY DUTY BATTERY LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

2/4/76

EVEREADY RECTANGULAR DESIGN LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

7/9/24

EVEREADY RECTANGULAR DESIGN LABEL
Dry cells. Korea

7/9/25

EVEREADY HEX. & OVAL DESIGN LABEL
Dry cells. Korea

8,642

EVEREADY FLASHLIGHT LAMPS AND DEVICE LABEL
Electric lamps or bulbs. (Renewal due July 26, 1986.) License granted to: Union Carbide Asia Limited. Laos

42,800

EVEREADY RECTANGULAR TRANSISIOR LABEL
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd. Lebanon

141172/658

EVEREADY HEX & OVAL DESIGN LABEL
Electric dry cells and batteries. Licenses granted to: Union Carbide Cole D'Ivoire and Union Carbide Singapore Pte. Ltd. Liberia

M/10244

EVEREADY HEX AND OVAL
Electric batteries. Licenses granted to: Malayan Batteries Limited, recorded May 31, 1961 and Union Carbide Singapore Limited. Malaya

M/17,546

EVEREADY HEX AND OVAL FLASHLIGHT BULBS & DEVICES
Electric bulbs or lamps. Disclaimer of the number "op" and the device of an electric bulb. Licenses granted to: Union Carbide Asia Ltd. and Union Carbide Malaysia Sembrilan Berhad. Malaya

M/10,244

EVEREADY BATTERY LABEL
Electric batteries. Malaysia

TRADEMARK Schedule
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

REGISTRATIONS:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION</u>
EVEREADY HEX AND OVAL DEVICE LABEL Electric dry cell batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Mauritius	363
EVEREADY RECTANGULAR DEVICE LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Mauritius	364
EVEREADY SUPER HEAVY DUTY BATTERY LABEL Electric dry cells and batteries. Disclaimer: All common words appearing on label. License granted to: Union Carbide Singapore Pte. Ltd.	Mauritius	11/1982
EVEREADY RECTANGULAR TRANSISTOR LABEL Batteries and electric dry cells. (In process of being renewed - August 2, 1986.)	Mexico	291,077
EVEREADY RECTANGULAR HEAVY DUTY LABEL WITH CAT Batteries and electric dry cells. Mark due for renewal January 31, 1986. As there is no current use in Mexico, a new application is being filed.	Mexico	291,078
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Netherlands Antilles	12650
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cell batteries.	Nicaragua	15,461 C.C.
EVEREADY RECTANGULAR DESIGN BATTERY LABEL Electric dry cells and batteries. Published March 27, 1980. License granted to: Union Carbide Singapore Pte. Ltd.	Oman	396
EVEREADY 1050 LABEL Electric dry cells and batteries. (Preliminary notice published November 22, 1982. License granted to: Union Carbide Singapore Pte. Ltd.)	Oman Advertisement	Advertisement

TRADEMARK S. C. C. E.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

COUNTRY	REGISTRATION
Pakistan	19,206
EVEREADY FLASHLIGHT CARTON PANEL Electric flashlights or hand torches being lamps. Registered User: National Carbon Company (Pakistan) Ltd., recorded September 25, 1958. Licenses granted to: Union Carbide Asia Limited, recorded October 21, 1961 and Sonca Industries Limited.	64864
Pakistan	64864
EVEREADY RECTANGULAR DESIGN BATTERY LABEL Electric dry cells and batteries. Disclaimer of 9 and TRANSISTOR. License granted to: Union Carbide Singapore Pte.	034,045
Panama	104,579
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cell batteries.	180,798
Panama	180,798
EVEREADY RECTANGULAR LABEL Electric dry cells and batteries.	Advertisement
People's Republic of China	Advertisement
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. (Cautionary Notice published March 24, 1983. License granted to: Union Carbide Singapore Pte. Ltd.)	Advertisement
Peru	46,745
EVEREADY TRANSISTOR LABEL Electric dry cells and batteries.	24,776
Puerto Rico	24,776
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	1818/DRK
Rwanda	1818/DRK
EVEREADY 1050 LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	

TRADEMARK

BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

REGISTRATIONS:	COUNTRY	REGISTRATION
TRADEMARK		
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Rwanda	1819/DRK
EVEREADY SUPER HEAVY DUTY LABEL Electric dry cells and batteries.	Puerto Rico	24,778
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	St. Christopher	3083
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Cautionary notice last published on January 28, 1983.	St. Vincent	Advertisement
EVEREADY 1050 LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Sierra Leone	8958
EVEREADY HEX AND OVAL Electric batteries. Registered User: Union Carbide Singapore Pte. Ltd., recorded January 13, 1971.	Singapore	10,244
EVEREADY RECTANGULAR DESIGN LABEL Electric dry cells and batteries. Disclaimer: TRANSISTOR BATTERIES and 9. License granted to: Union Carbide Singapore Pte. Ltd.	Singapore	64,960
EVEREADY HEX AND OVAL FLASHLIGHT BULBS AND DEVICE Electric bulbs or lamps. Disclaimer: 9 and bulb. License granted to: Union Carbide Asia Limited, recorded August 12, 1963.	Singapore	30,486
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cell batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Somalia	3157
EVEREADY 1050 LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Somalia	3159

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TRADE MARK S. J.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:	TRADE MARK	COUNTRY	REGISTRATION
EVEREADY RECTANGULAR SUPER HEAVY DUTY LABEL WITH CAT Electric dry cells and batteries, associated with Reg. Nos. 79,324 and 79,325.		South Korea	78,260
EVEREADY HEX AND OVAL FLASHLIGHT BULBS AND DEVICE Electric bulbs or lamps. Disclaimer: numeral "9" and device of bulbs. License granted to: Sonca Industries Limited.		Sri Lanka	23,431
EVEREADY FLASHLIGHT CARTON PANEL Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.		Sri Lanka	14,153
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.		Surinam	11,155
EVEREADY HEX AND OVAL W/CAT AND NINE LIVES DEVICE ALL kinds of electric batteries and storage batteries including all kinds of electric dry cells and all other goods properly belonging in the Electric Batteries and Storage Batteries Group of Class 67. (In process of being renewed - September 30, 1986.) Licenses granted to: Union Carbide Singapore Pte. Limited, Union Carbide Malaysia Sdn. Bhd. and Union Carbide Philippines, Inc.		Taiwan	5,731
EVEREADY 1050 LABEL ALL kinds of electrical batteries, condensers and other goods properly belonging in the "Electrical Batteries, Condensers Group" of Class 69. (In process of being renewed - September 10, 1986.) Licenses granted to: Union Carbide Singapore Pte. Limited, Union Carbide Malaysia Sdn. Bhd. and Union Carbide Philippines, Inc.		Taiwan	65,001
EVEREADY 1050 LABEL Electric flashlights or torches belonging in the Flashlight Group of Class 68. License granted to: Union Carbide Asia Limited, recorded April 11, 1963.		Taiwan	54,363

TRADEMARK Schedule

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

TRADEMARK	COUNTRY	REGISTRATION
EVEREADY RECTANGULAR LABEL Various kinds of electric cells, batteries and storage batteries; and other commodities properly belonging to this class. (In process of being renewed - September 30, 1986.) Licenses granted to: Union Carbide Singapore Pte. Limited, Union Carbide Philippines, Inc. and Union Carbide Malaysia Sdn. Bhd. Associated with Reg. No. 5730.	Taiwan	156401
EVEREADY RECTANGULAR HEAVY DUTY LABEL WITH CAT Electric dry cells and batteries. (In process of being renewed - September 30, 1986.)	Taiwan	204,266
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Tangier Zone	5694
EVEREADY 1050 LABEL Electric dry cells and batteries.	Tangier Zone	5695
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Tunisia	450
EVEREADY 1050 LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Tunisia	451
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cell batteries.	Turkey	77018
EVEREADY 1050 LABEL Electric dry cells and batteries. Cautionary notice published January 5, 1985.	United Arab Emirates	Advertisement
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Cautionary notice published January 5, 1985.	United Arab Emirates	Advertisement
FLASH LIGHT LAMPS CARTRIDGE DEVICE Electric lamps or bulbs and flash lamps. Disclaimer of device of an electric lamp.	United Kingdom	B610,541

TRADEMARK S. UNIT
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
EVEREADY RECTANGULAR TRANSISTOR LABEL Electrical dry cells and batteries.	Uruguay	177022
EVEREADY HEX. & OVAL WITH CAT DEVICE Electric dry cells and batteries.	U. S. S. R.	47,166
EVEREADY FLASHLIGHT LAMPS AND DEVICE Electric lamps or bulbs. (Renewal due July 14, 1986.) License granted to: Union Carbide Asia Limited.	South Viet Nam	16,231
EVEREADY 1050 LABEL Electric dry cells and batteries. Cautionary notice published December 22, 1980.	Yemen Arab Republic	Advertisement
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Cautionary notice last published August 30, 1982.	Yemen Arab Republic	Advertisement
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Zaire	NP/50/EXT/83
EVEREADY 1050 LABEL Electric dry cells and batteries.	Zaire	NP/48/EXT/83
EVEREADY Electric flashlights.	Argentina	803,062
HERCULES Electric dry cells and batteries.	Venezuela	82,797
MAX & CIRCULAR DEVICE Electricity, electrical machinery, supplies, apparatus and accessories for producing power, heat and light, telephony, telegraphy, wireless telephony and telegraphy radiotelevision, in Class 20, especially: Electric cells and batteries, electric flashlights and electric lamps. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.	Argentina	797,812

TRADEMARK Schedule I

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

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REGISTRATIONS:

TRADEMARK

REGISTRATION

REGISTRATION	COUNTRY	REGISTRATION
<p>HEX & CIRCULAR DEVICE Electricity, electrical machinery, supplies, apparatus and accessories for producing power, heat and light, telephony, telegraphy, wireless telephony and teleggraphy, radiotelevision, in Class 20, especially: Electric cells and batteries, electric flashlights and electric lamps. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.</p>	Argentina	798,659
<p>HEX & CIRCULAR DEVICE Electric torches. License granted to: Sonca Industries Limited.</p>	Belize	1860
<p>HEX & CIRCULAR DEVICE Electric Lighting Equipment included in Class 52. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.</p>	Bolivia	18,197-A
<p>HEX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.</p>	Burma	1724/1953
<p>HEX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.</p>	Costa Rica	14,419
<p>HEX & CIRCULAR DEVICE Electric torches and flashlights. Licenses granted to: Union Carbide Asia limited, recorded November 2, 1961 and Sonca Industries Limited.</p>	Cyprus	84361
<p>HEX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia limited and Sonca Industries Limited.</p>	Egypt	25,674
<p>HEX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia limited and Sonca Industries Limited.</p>	Egypt	27,995
<p>HEX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia limited and Sonca Industries Limited.</p>	El Salvador	21,584

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TRADEMARK S. JHIL

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

HX & CIRCULAR DEVICE Flashlights, and electric lamps or bulbs. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Eritrea	2,662
HX & CIRCULAR DEVICE Electric flashlights and hand torches and all the further articles included in said Class. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Guatemala	8,504
HX & CIRCULAR DEVICE Electric flashlights or hand torches, and all other goods in the class. Licenses granted to: Union Carbide Asia Limited, Sonca Industries Limited and Union Carbide Singapore Limited.	Guyana	3,494
HX & CIRCULAR DEVICE Electric flashlights. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Honduras	6,345
HX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Hong Kong	195/1957
HX & CIRCULAR DEVICE Electric flashlights or hand torches. License granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Indonesia	104,307
HX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Indonesia	116,111
HX & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Iran	9,226
HX & CIRCULAR DEVICE Electric flashlights or torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Israel	12,376
HX & CIRCULAR DEVICE Electric flashlights or hand torches and all other goods in the Class. License granted to: Union Carbide Singapore Limited, recorded December 17, 1971 and Sonca Industries Limited.	Jamaica	5,988

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BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
H X & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Kenya	5,623
H X & CIRCULAR DEVICE Electric flashlights or hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Lebanon	18,848
H X & CIRCULAR DEVICE Electric torches. License granted to: Union Carbide Asia Limited.	Malaysia (West)	M/21738
H X & CIRCULAR DEVICE Electric torches. License granted to: Union Carbide Asia Limited.	Malaysia (West)	M/24073
H X & CIRCULAR DEVICE Electric Lamps and Bulbs and Flashlights. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Morocco	27,487
H X & CIRCULAR DEVICE Flashlights, being Lamps and Electric Lamps or Bulbs. Registered User: National Carbon Company (Pakistan) Ltd. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Pakistan	21,054
H X & CIRCULAR DEVICE Electric Flashlights. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Puerto Rico	8,640
H X & CIRCULAR DEVICE Electric Torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Sabah	5,111
H X & CIRCULAR DEVICE Electric hand torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Sabah	5,495
H X & CIRCULAR DEVICE Electric torches. License granted to: Union Carbide Asia Limited.	Singapore	15,453

TRADE MARK SOURCE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK	COUNTRY	REGISTRATION
HIX & CIRCULAR DEVICE Electric torches. License granted to: Union Carbide Asia Limited.	Singapore	17,191
HIX & CIRCULAR DEVICE Electric Flashlights and Electric Lamps. License granted to: Sonca Industries Limited.	Spain	305,437
HIX & CIRCULAR DEVICE Electric Flashlights or Hand Torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Syria	1,050
HIX & CIRCULAR DEVICE Electric Flashlights or Hand Torches, and all other goods in the Class. Licenses granted to: Union Carbide Asia Limited, Sonca Industries Limited and Union Carbide Singapore Limited.	Trinidad & Tobago	156/1952
HIX & CIRCULAR DEVICE Electric Flashlights or Hand Torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Turkey	60,848
HIX & CIRCULAR DEVICE Electric torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Uganda	64
HIX & CIRCULAR DEVICE Electric torches.	United Kingdom	8712,380
HIX & CIRCULAR DEVICE Electric Flashlights, Hand Torches and Machines in general. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Venezuela	27,952
HIX & CIRCULAR DEVICE Electric Flashlights or Hand Torches. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.	Zanzibar	151/1953
HIX & OVAL DEVICE Electric Batteries, Flashlights, Lamps and Lanterns. Licenses granted to: Union Carbide Cote D'Ivoire, Sonca Industries Limited and Union Carbide Singapore Limited.	African & Malagasy Union	8516

TRADEMARK SOURCE FILE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

HEX & OVAL DEVICE

Electric Cells, Accumulators and Batteries, and in particular, Electric Dry Cell Batteries. Licenses granted to: Union Carbide Egypt S.A.E. and Union Carbide Singapore Pte. Ltd.

21,826

Algeria

HEX & OVAL DEVICE

Electricity, electrical machinery, supplies, apparatus and accessories for producing power, heat and light, telephony, telegraphy, wireless telephony and telegraphy, radiotelevision, in Class 20, especially: Electric cells and batteries, electric flashlights and electric lamps. Licenses granted to: Eveready Sociedad Anonima Industrial Y Comercial and Union Carbide Argentina S.A.I.C.S.

798,660

Argentina

HEX & OVAL DEVICE

Electric Batteries. Licenses granted to: Union Carbide Centro Americana, S.A. and Union Carbide Singapore Limited.

1861

Belize

HEX & OVAL DEVICE

Electric Batteries and all other goods of this Class. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Limited.

26,397-A

Bolivia

HEX & OVAL DEVICE

Electric Batteries. (In process of being renewed - April 18, 1986.) License granted to: Union Carbide Do Brasil S.A., recorded on June 22, 1979 under No. 9778/79.

1252/0328,849

Brazil

HEX & OVAL DEVICE

Electric Dry Cells and Batteries. License granted to: Union Carbide Singapore Limited.

1723A/1953

Burma

HEX & OVAL DEVICE

Electric Dry Cells and Batteries, Electric Lamps or Bulbs, Flashlights and parts therefor. (Renewal due June 15, 1986.) Licenses granted to: Union Carbide Asia Limited and Union Carbide Singapore Limited.

9,090

Cambodia

HEX & OVAL DEVICE

Electric Batteries for Flashlights; Light Producing Elements and Apparatus and all other articles of Class 32. Licenses granted to: Union Carbide Asia Limited, Sonca Industries Limited, Union Carbide Colombia, S.A. and Union Carbide Argentina, S.A.I.C.S.

217,519

Chile

BOOK 500 PAGE 526

TRADE MARK Symbols

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

REGISTRATION

COUNTRY

REGISTRATION	COUNTRY	REGISTRATION
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Centro Americana, S.A.	Costa Rica	10,984
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Singapore Limited.	Cyprus	84360
HEX & OVAL DEVICE Electric Batteries of all kinds, Flashlights and parts thereof, and Electric Lamps or Bulbs of all kinds. Licenses granted to: Union Carbide Asia Limited, Sonca Industries Limited and Union Carbide Ecuador, C.A.	Ecuador	155/1968
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Egypt S.A.E.	Egypt	17,892
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Egypt S.A.E.	Egypt	27,994
HEX & OVAL DEVICE Electric Batteries and Similar Goods. License granted to: Union Carbide Centro Americana S.A.	El Salvador	16,608 Libro 40
HEX & OVAL DEVICE Electric Dry Cells and Batteries. License granted to: Union Carbide Asia Limited.	Fritrea	2401
HEX & OVAL DEVICE Electric Dry Cells and Batteries. License granted to: Union Carbide Singapore Limited.	Fiji Islands	1,589
HEX & OVAL DEVICE Flashlights and Electric Lamps and Bulbs. Licenses granted to: Union Carbide Asia Limited and Sonma Industries Limited.	Fiji Islands	1,590
HEX & OVAL DEVICE Electric Cells, Accumulators, and Batteries, and in particular, Electric Dry Cell Batteries.	France	1,062,929

TRADE MARK SYMBOL

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATION

COUNTRY

III X & OVAL DEVICE
 Electric Dry Cells and Batteries. Licenses granted to: Union Carbide Singapore Limited and Union Carbide Ghana Limited. 15,906

III X & OVAL DEVICE
 Electric Dry Cells. License granted to: Union Carbide Centro Americana, S.A. Guatemala 6,805

III X & OVAL DEVICE
 Dry Cell Batteries, Flashlights, Electric Lamps and Bulbs. (In process of being renewed - August 19, 1986.) Licenses granted to: Union Carbide Cole D'Ivoire and Union Carbide Singapore Limited. 145

III X & OVAL DEVICE
 Electric Dry Cell Batteries. License granted to: Union Carbide Centro Americana, S.A. Honduras 5,363

III X & OVAL DEVICE
 Electric Batteries. License granted to: Union Carbide Singapore Limited. Hong Kong 820/1949

III X & OVAL DEVICE
 Electric Batteries. License granted to: Union Carbide Singapore Limited. Hong Kong 330/1954

III X & OVAL DEVICE
 Electric Batteries. License granted to: Union Carbide Singapore Limited. Hong Kong 194/1957

III X & OVAL DEVICE
 Electric Flashlights and Lanterns, Electric Lamps and Bulbs. Licenses granted to: Union Carbide Asia Limited and Soma Industries Limited. Hong Kong 1101/1984

III X & OVAL DEVICE
 Electric Dry Cell Batteries. License granted to: Union Carbide Singapore Limited. Iceland 216/1988

III X & OVAL DEVICE
 Electric Dry Cells, Batteries, and related articles. Licenses granted to: Union Carbide Singapore Limited and P.T. Union Carbide Indonesia. 116,110

8004 500 528

TRADE MARK SECTION III F

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK	COUNTRY	REGISTRATION
HEX & OVAL DEVICE Electric Flashlights and Lanterns; Electric Lamps. Industries Limited.	Indonesia	171,944
HEX & OVAL DEVICE Electric Batteries. Carbide Egypt S.A.E.	Iran	4,892
HEX & OVAL DEVICE Electric Batteries.	Iraq	R1585-125-48
HEX & OVAL DEVICE Electric Batteries.	Israel	9,867
HEX & OVAL DEVICE Electric Dry Cells and Batteries. Union Carbide Singapore Limited.	Kenya	4,122
HEX & OVAL DEVICE Incandescent Lamps, Searchlights, Spotlights, Flashlights, Incandescent Lighting Equipment and Dry Cells.	South Korea	9,5939
HEX & OVAL DEVICE Electric Dry Cell Batteries, Electrical Apparatus, Machines and Supplies. Singapore Pte. Limited, Union Carbide Asia Ltd. and Sonca Industries Ltd.	Kuwait	1,610
HEX & OVAL DEVICE Electric Dry Cells and Batteries, Electric Lamps or Bulbs, Flashlights and parts therefor. (1986.) Licenses granted to: Union Carbide Asia Limited and Union Carbide Singapore Limited.	Laos	8,573
HEX & OVAL DEVICE Electric Batteries.	Lebanon	66,010

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARKS

REGISTRATION

REGISTRATIONS:	COUNTRY	REGISTRATION
HEX & OVAL DEVICE Electric Batteries. Licenses granted to: Malaysian Batteries Limited, recorded May 31, 1961 and Union Carbide Singapore Limited.	Malaysia, West	M/24074
HEX & OVAL DEVICE Electric Batteries. Licenses granted to: Union Carbide Australia Limited, recorded May 13, 1959 and Union Carbide New Zealand Proprietary Limited, recorded June 15, 1960.	New Zealand	48,280
HEX & OVAL DEVICE Electric Batteries of all kinds, flashlights and parts thereof, and Electric Lamps or Bulbs of all kinds. Licenses granted to: Union Carbide Asia Limited, Union Carbide Centro Americana, S.A. and Sonca Industries Limited.	Nicaragua	5,665
HEX & OVAL DEVICE Dry Cells and Batteries. (In process of being renewed - May 17, 1986.) Licenses granted to: Union Carbide Singapore Limited and Union Carbide Pakistan Limited	Pakistan	5,609
HEX & OVAL DEVICE Electric Dry Cells and Batteries. Licenses granted to: Union Carbide Singapore Limited and Union Carbide Pakistan Limited	Pakistan	21,005
HEX & OVAL DEVICE Electric Dry Cell Batteries. License granted to: Union Carbide Centro Americana, S.A.	Panama	3,772
HEX & OVAL DEVICE Electricity, electrical machinery, articles, apparatus and accessories for producing power, heat and light; telephony, telegraphy and wireless and especially: electric batteries, electric battery lights, electric lamps. Licenses granted to: Union Carbide Asia Limited and Sumra Industries Ltd.	Paraguay	07,017
HEX & OVAL DEVICE Electric dry cell batteries. Licenses granted to: Union Carbide Singapore Ltd. and Union Carbide Cote D'Ivoire	Portugal	154,600

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

	<u>COUNTRY</u>	<u>REGISTRATION</u>
HEX & OVAL DEVICE Electric Batteries	Puerto Rico	7,135
HEX & OVAL DEVICE Electric Batteries. Licenses granted to: Malayan Batteries Limited and Union Carbide Singapore Ltd.	Sabah	5,494
HEX & OVAL DEVICE Electric Batteries. Licenses granted to: Malayan Batteries Limited and Union Carbide Singapore Limited	Sabah	5,568
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Singapore Limited.	Western Samoa	937
HEX & OVAL DEVICE Electric Batteries. Licenses granted to: Malayan Batteries Limited, recorded August 24, 1966 and Union Carbide Singapore Limited, recorded June 15, 1971.	Sarawak	1,512
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Singapore	17,190
HEX & OVAL DEVICE Electric dry cell batteries.	Spain	214,407
HEX & OVAL DEVICE Electric batteries (not for medical purposes). Licenses granted to: Union Carbide Ceylon Limited and Union Carbide Singapore Limited.	Sri Lanka	11,981
HEX & OVAL DEVICE Electric batteries (not for medical purposes). Licenses granted to: Union Carbide Ceylon Limited and Union Carbide Singapore Limited.	Sri Lanka	15,148
HEX & OVAL DEVICE Electric batteries. Licenses granted to: Union Carbide Singapore Limited and Union Carbide Egypt SAE.	Syria	15,107

BOOK 500 PAGE 581

TRADE MARK 5 - (S)

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

REGISTRATION

REGISTRATION	COUNTRY	REGISTRATION
HEX & OVAL DEVICE Electric dry cells and batteries. Licenses granted to: Union Carbide Singapore Pte. Limited, Union Carbide Malaysia Sdn. Bhd. and Union Carbide Philippines, Inc.	Taiwan	138599
HEX & OVAL DEVICE Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Taiwan	227,393
HEX & OVAL DEVICE Electric batteries. Licenses granted to: Union Carbide Kenya Limited, Recorded February 16, 1968 and Union Carbide Singapore limited.	Tanzania	3,762
HEX & OVAL DEVICE Electric Batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Tonga	1003
HEX & OVAL DEVICE Electric batteries, and all other goods in the class. Licenses granted to: Union Carbide Asia Limited, Recorded August 28, 1961 and Union Carbide Singapore Limited, Recorded April 16, 1971.	Trinidad & Tobago	58/1948
HEX & OVAL DEVICE Electric dry cell batteries.	Turkey	060,141
HEX & OVAL DEVICE Electric dry cells and batteries. Licenses granted to: Union Carbide Kenya Limited and Union Carbide Singapore Limited.	Uganda	2,083
HEX & OVAL DEVICE Electric batteries.	United Kingdom	0/13,521
HEX & OVAL DEVICE Electric dry cell batteries.	Uruguay	173,547

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK COUNTRY REGISTRATION

HEX & OVAL DEVICE U.S.S.R. 46895

Electric dry cells and batteries, Class 9, Electric flashlights and bulbs, Class 11.

HEX & OVAL DEVICE Venezuela 23,015

Electric dry cell batteries. License granted to: Union Carbide de Venezuela, C.A.

HEX & OVAL DEVICE Vietnam 16,113

Electric dry cells and batteries, electric lamps or bulbs, flashlights and parts therefor. (Renewal due June 16, 1986.) Licenses granted to: Union Carbide Asia Limited and Union Carbide Singapore Limited.

HEX & OVAL DEVICE Yemen Arab Republic adv.

Electric dry cells and batteries, and flashlights. Licenses granted to: Union Carbide Asia Limited, Sonca Industries Limited and Union Carbide Singapore Limited.

HEX & OVAL DEVICE Zanzibar 29/49

Electric dry cells and batteries. License granted to: Union Carbide Kenya Limited.

LUZITA Argentina 798,047

Electricity, electrical machinery, electrical supplies, apparatus and accessories for the production of power, heat and light, telephony, teleggraphy, wireless telephony and telegraphy, radiotelevision, of Class 20, Especially: electric flashlights, their parts and accessories. Licenses granted to: Eveready Sociedad Anonima Industrial y Comercial and Union Carbide Argentina S.A.I.C.S.

MASTERLITE Zaire 3,484

Electric flashlights, electric torches and electric portable lamps. Licenses granted to: Union Carbide Asia Limited and Suma Industries Limited.

MINI-MAX Bermuda 2,767

Electric Batteries.

MINI-MAX Costa Rica 14,298

Electric batteries. License granted to: Union Carbide Central Americana, S.A. Recorded November 23, 1985.

TRADE MARK 5 .011

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK	COUNTRY	REGISTRATION
HIMI-MAX Electric batteries. License granted to: Union Carbide Singapore Limited, Recorded May 13, 1971.	Hong Kong	102/1953
HIMI-MAX Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Indonesia	169,112
HIMI-MAX Electric batteries. License granted to: Union Carbide Singapore Limited.	Jamaica	5,961
HIMI-MAX Electric batteries. Licenses granted to: Malayan Batteries Limited and Union Carbide Singapore Limited.	Federation of Malaya	M/7/89
HIMI-MAX Electric batteries and dry cells. License granted to: Union Carbide Singapore Limited.	Netherlands Antilles	2,215
HIMI-MAX Electric dry cell batteries for use in radio set and hearing aids, and electrical batteries in general. Registered Users: Union Carbide Australia Limited, recorded May 13, 1959 and Union Carbide New Zealand Proprietary Limited, recorded June 15, 1960.	New Zealand	39,564
HIMI-MAX Dry cells and batteries. (In process of being renewed - June 13, 1986.) Registered User: National Carbon Company (Pakistan) Ltd., recorded September 25, 1958. Licenses granted to: Union Carbide Singapore Limited, recorded November 14, 1977 and Union Carbide Pakistan Limited, recorded February 23, 1972.	Pakistan	6,415
HIMI-MAX Electric dry cells, electric batteries.	People's Republic Of China	159973
HIMI-MAX Electric Batteries. Registered User: Union Carbide Singapore Pte. Ltd., Recorded January 13, 1971.	Singapore	7,789

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

MINI-MAX

Surinam

5,962

Electric batteries and dry cells. License granted to: Union Carbide Singapore Ltd.

MINI-MAX

Trinidad & Tobago

122/1952

Electric batteries. License granted to: Union Carbide Singapore Ltd., Recorded April 16, 1971

MINI-MAX

Venezuela

13,152

Electric batteries generally, electric dry cell batteries for use in radio sets and hearing aids. (In process of being renewed - September 1, 1986.) License granted to: Union Carbide de Venezuela, C.A.

MINI-MAX

Zaire

3,219

Electric batteries and dry cells for radio and acoustic apparatus, and electric batteries in general. License granted to: Union Carbide Singapore Limited.

NINE LIVES

Japan

502,677

Electric machines, appliances and instruments and their parts and also materials for electric insulation. License granted to: Union Carbide Asia Limited, recorded August 11, 1981.

NOUVE VIDAS

Argentina

744,871

Batteries and electric flashlights. Licensed to Union Carbide Argentina S.A. I.C.S.

KID CAI (in Chinese, pronounced Hung-Man)

Taiwan

297,773

110 Batteries

7 + SEVEN LIVES

Argentina

1,008,950

Batteries and flashlights. License granted to: Union Carbide Argentina S.A. I.C.S.

SIMPRE LUSTA

Argentina

814,486

Apparatus for lighting, namely flashlights and lanterns. License granted to: Union Carbide Argentina S.A. I.C.S.

TRADE MARK: null

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

875,827

Argentina
 SIEMPRE LISIA
 Electricity, electrical machinery, electrical supplies, apparatus and accessories for the production of power, heat and light; telephony, telegraphy and wireless telephony and telegraphy, and television. Licenses granted to: Eveready Sociedad Anonima Industrial Y Commercial, recorded May 14, 1943, Supplemental license recorded July 28, 1948, and Union Carbide Argentina S.A.I.C.S.

40,062c

Holivia

SIEMPRE LISIA

Electric dry cells and batteries; and generally all goods of Class 51, Group IV.

40,650c

Bolivia

SIEMPRE LISIA

Electric flashlights and electric lamps and bulbs and generally all goods covered in class 52.

1252/0249797

Brazil

SIEMPRE LISIA

Electric batteries and dry cells for flashlights and radio and other uses. License granted to: Union Carbide do Brasil S.A. Industria E Comercio, Recorded June 22, 1979.

6,408

Costa Rica

SIEMPRE LISIA

Electric batteries and dry batteries for flashlights and radios and other uses. (In process of being renewed - May 7, 1986.) License granted to: Union Carbide Centro Americana, S.A., Recorded November 23, 1965.

4,553

Dominican Republic

SIEMPRE LISIA

Electric batteries of all kinds, especially flashlight batteries, radio batteries and dry cells; flashlights; and electric lamps or bulbs.

296

Ecuador

SIEMPRE LISIA

Electric batteries of all kinds, especially flashlight batteries, radio batteries and dry cells; flashlights, and electric lamps or bulbs of all kinds.

1746 Libro 27

El Salvador

SIEMPRE LISIA

Electric batteries of all kinds, especially flashlight batteries, radio batteries, flashlights; and electric lamps or bulbs. (In process of being renewed - March 18, 1986.) License granted to: Union Carbide Centro Americana, S.A.

TRADE MARK : .E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

SIEMPRE LUISIA

Electric batteries and dry batteries for flashlights and radio and other uses. License granted to: Union Carbide Centro Americana, S.A.

Guatemala

4,787

SIEMPRE LUISIA

Electric batteries and dry cells for flashlights, radios and other uses. License granted to: Union Carbide Centro Americana, S.A.

Honduras

2,656

SIEMPRE LUISIA

Electric batteries of all kinds, especially flashlight batteries, radio batteries and dry cells; flashlights, and electrical lamps or bulbs.

Netherlands Antilles

1,216

SIEMPRE LUISIA

Electric batteries of all kinds, especially flashlight batteries, radio batteries and dry cells; flashlights and electric lamps and bulbs. License granted to: Union Carbide Centro Americana, S.A.

Nicaragua

3,521

SIEMPRE LUISIA

Electric dry cell batteries.

Puerto Rico

4,783

SIEMPRE LUISIA

Electric batteries and dry cells for flashlights and radio and other uses. (In process of being renewed - August 20, 1986.)

Venezuela

13,123

SIEMPRE LUISIA

Electric flashlights and electric lamps or bulbs.

Iran

2,312

SIEMPRE LUISIA

Electric flashlights and electric lamps and bulbs. Registered User: Sumac Industries Limited, Recorded October 11, 1974

Kenya

18,985

SIEMPRE LUISIA

Electric flashlights and electric lamps or bulbs. Registered User: Sumac Industries Limited, Recorded October 11, 1974.

Malaysia (West)

M/246884

500 500 500

TRADE MARK - JUTE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

SIGMA New Zealand 99,728
 Electric flashlights, torches, and electric lamps and bulbs. Undertaking given to Sigma Electronics Ltd. whereby Union Carbide agreed to limit its use to goods stated in registration and not to assert any rights against this company.

SIGMA Sabah 14,665
 Electric flash lights and electric lamps or bulbs. Registered User: Sonca Industries Limited, Recorded January 10, 1977.

SIGMA Sarawak 10,049
 Electric flash lights and electric lamps or bulbs. Registered User: Sonca Industries Limited, Recorded November 12, 1974.

SIGMA South Africa 70/3341
 Electric flashlights and electric lamps or bulbs. Registered User: Sonca Industries Limited, Recorded July 27, 1970.

SIGMA Thailand 45,124
 Electric flashlights and electric lamps or bulbs.

SIGMA Zambia 480/74
 Electric flashlights and electric lamps or bulbs. Registered User: Sonca Industries Limited, Recorded January 21, 1976.

SKIPPER Costa Rica 62,576
 Electric flashlights and lanterns; electric lamps and bulbs.

SKIPPER Ecuador 419
 Electric flashlights and lanterns; electric lamps and bulbs.

SKIPPER Panama 032,942
 Electric flashlights.

TRADEMARK 5 .et

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADEMARK

COUNTRY

REGISTRATION

SKIPPER

Paraguay

104,586

Electric flashlights and lanterns; electric lamps and bulbs.

SUPER ENERGIZADA

Ecuador

1924-85

Electric dry cells and batteries.

IJAP KUIJING

Indonesia

154,087

Electric dry cells and electric batteries.

III IREX

Dominican Republic

5,462

Arc lamps and carbons therefor.

III IREX

Italy

220,107

Arc lamps and carbons therefor; arc lamps and carbons for therapeutic and other dental, medical, and surgical appliances, arc lamps and carbons for use in motion picture, photographic, and blueprint apparatus, and in other measuring and scientific applications.

UI IREX

Netherlands Antilles

1,666

Carbons for arc lamps; arc lamps and carbons therefor, and arc lamps and carbons for use in motion picture, photographic, and blueprint apparatus, and in other measuring and scientific appliances; arc lamps and carbons for therapeutic and other dental, medical and surgical appliances; electrical products in general.

UI IREX

Surinam

5,072

Carbons for arc lamps, arc lamps and carbons therefor, and arc lamps and carbons for use in motion picture, photographic carbons for therapeutic and other dental, medical and surgical appliances; electrical products in general.

UI IREX

Surinam

5,072

Carbons for arc lamps, arc lamps and carbons therefor, and arc lamps and carbons for use in motion picture, photographic and blueprint apparatus, and in other measuring and scientific appliances; arc lamps and carbons for therapeutic appliances; electrical products in general.

500 FILE 500

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

REGISTRATIONS:

TRADE MARK

COUNTRY

REGISTRATION

UNIREX

Switzerland

213,171

Arc lamps and carbons therefor; arc lamps and carbons for therapeutic and other dental, medical, and surgical appliances; arc lamps and carbons for use in motion picture, photographic, and blueprint apparatus, and in other measuring and scientific appliances.

UNIREX LABEL (RED, WHITE & BLUE)

Finland

67,177

Electric dry cells and batteries for use in transistorized apparatus.

UNIREX LABEL

United Kingdom

1,018,726

Electric dry cells and electric batteries, all for use with transistorized apparatus.

WALCHMAN

New Zealand

B91215

Electric hand lanterns. Registered User: Union Carbide New Zealand Proprietary Ltd., recorded October 23, 1970.

TRADEMARKS -int

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK	APPLICATION	COUNTRY
ABUBIS (IN ENGLISH AND ARABIC) Electric dry cells and batteries.		Saudi Arabia
ABUBIS Electric dry cells and batteries.		Yemen Arab Republic
ABUBISSEN Electric dry cells and batteries.		Yemen Arab Republic
BLACK KING KUM (IN CHINESE) Batteries, electric cells, storage batteries, and all other goods properly belonging to Class 99.	(74) 27173	Taiwan
CAPTAIN Electric flashlights and lanterns; electric lamps and bulbs. Final fees paid.	215,459	Colombia
CAPTAIN Electric flashlights and lanterns, electric lamps and bulbs. Awaiting certificate.	62,575	Costa Rica
CAI DEVICE Electric dry cells and batteries, electric flashlights and lanterns, electric lamps and bulbs. License granted to: Sonca Industries Ltd.	18073	Bangladesh
CAI DEVICE Electric flashlights and lanterns; electric lamps and bulbs. Licenses granted to Union Carbide Asia Limited and Sonca Industries Ltd.	15052	Fiji Islands
CAI DEVICE Electric dry cells and batteries; electric flashlights and lanterns; and electric lamps and bulbs. Associated Mark: 135,991. Final fees paid. License granted to Union Carbide Asia Limited.	87074/82	Japan

TRADE MARK 5. UNIT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

TRADEMARK	COUNTRY	APPLICATION
CAT DEVICE Electric flashlights and lanterns; electric lamps and bulbs. Final fees paid. License granted to Union Carbide Asia Limited.	Korea	82-454
CAT DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	Malaya	M/47012
CAT DEVICE Electric dry cells and batteries. License granted to: Union Carbide Cote d'Ivoire.	Mali	641,122
CAT DEVICE	Montserrat	
CAT DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	New Zealand	144412
CAT DEVICE Electric flashlights and lanterns, electric lamps and bulbs. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.	Panama	10/22/84
CAT DEVICE	Papua New Guinea	
CAT DEVICE Electric dry cells and batteries. Disclaimer: 9. Application is to be associated with application numbers 1164 and 1165. License granted to: Union Carbide Singapore Pte. Ltd.	Qatar	1166
CAT DEVICE Electric flashlights and lanterns, electric lamps and bulbs. License granted to: Sonca Industries Ltd.	Sabah	5/31454
CAT DEVICE Electric flashlights and lanterns; electric lamps and bulbs. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.	Somalia	2/46

TRADEMARK 5 e

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

COUNTRY

APPLICATION

CAT DEVICE

Saudi Arabia

Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.E. and Union Carbide Singapore Pte. Ltd.

CAT DEVICE

Singapore

Electric flashlights and lanterns; electric lamps and bulbs. Associated Marks: 30486 and 64960. License granted to: Union Carbide Asia Limited. 5/5998/82

CAT DEVICE

Sri Lanka

Electric flashlights and lanterns, electric lamps and bulbs. License granted to: Sonca Industries Ltd. 45483

CAT DEVICE

Trinidad and Tobago

Electric flashlights and lanterns; electric lamps and bulbs. Associated with EVERADY and EVERADY RECTANGULAR TRANSISTOR LABEL. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd. 13787

CAT DEVICE

Venezuela

Electric flashlights and lanterns; electric lamps and bulbs. Awaiting certificate. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd. 425/83

CAT DEVICE

Yemen Arab Republic

Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

COMMANDER

Colombia

Flashlights.

COMMANDER

Costa Rica

Electric flashlights and lanterns, electric lamps and bulbs. Awaiting certificate. 62,574

COMMANDER

Mexico

Electric flashlights and lanterns; electric lamps and bulbs. 429

TRADEMARK 5 FILE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATION

5/6003/82

2633/82

10/84

5,696

5,697

16314

189640

2/4/81

DIAL A CELL

Dispensers for electric batteries.

Singapore

DIAL A CELL

Dispensers for electric batteries.

Ireland

EL ACENIO ESTA EN SUPER

Electric dry cells and batteries. Published for opposition in June, 1985.

Venezuela

ENERGIZED FOR LIFE...LONG LIFE

Electric dry cells and batteries. Final fees paid. Awaiting certificate.

Ecuador

ENERGIZADA PARA DURACION...LARGA DURACION

Electric dry cells and batteries. Final fees paid. Awaiting certificate.

Ecuador

ENERGIZER

Electric dry cell batteries.

Albania

ENERGIZER

Electric dry cells and batteries.

Bangladesh

ENERGIZER

Electric dry cells and batteries. Fees paid. Awaiting certificate.

Colombia

ENERGIZER

Electric dry cells and batteries.

Costa Rica

ENERGIZER

Electric dry cells and batteries.

Dubai

TRADE MARK . . . of

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATION

EMERGIZER

Electric dry cells and batteries.

Ethiopia

EMERGIZER

Electric dry cells and batteries.

Fiji Islands

EMERGIZER

Electric dry cells and batteries.

Greece

EMERGIZER

Electric dry cells and batteries.

Hong Kong

EMERGIZER

Electric flashlights and lanterns.

Hong Kong

EMERGIZER

Electric dry cells and batteries.

Ireland

EMERGIZER w/KATAKANA

Electric dry cells and batteries. Registration has been granted. Awaiting certificate.

Japan

EMERGIZER

Electric dry cells and batteries.

Jordan

EMERGIZER

Electric dry cells and batteries. Application published with no opposition received. Awaiting certificate.

Kuwait

EMERGIZER

Electric flashlights and lanterns.

West Malaysia

TRADE MARK

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric flashlights and lanterns.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and electric batteries.

ENERGIZER
Electric flashlights and lanterns.

ENERGIZER
Electric dry cells and batteries. This application is to be associated with application number 4151 for EVEREADY ENERGIZER label.

ENERGIZER
Electric dry cells and batteries.

APPLICATION

M/85231

241,205

145558

10/10/84

COUNTRY

Malaysia

Mexico

New Zealand

New Zealand

Nigeria

Oman

People's Republic of China

Philippines

Qatar

Sabah

1162

This application is to be associated with application number 4151 for EVEREADY

5/28/81

TRADEMARK 5

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

ENERGIZER
Electric flashlights and lanterns.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries.

ENERGIZER
Electric dry cells and batteries. Application was accepted for publication.

ENERGIZER
Electric flashlights and lanterns, electric lamps and bulbs.

ENERGIZER LABEL
Electric dry cells and batteries.

ENERGIZER LABEL DESIGN (WORDLESS)
Electric dry cells and batteries.

EVE READY
Flashlights. License granted to: Sumca Industries Ltd.

EVE READY
Batteries.

EVE READY
Pressure lanterns. License granted to: Sumca Industries Ltd.

APPLICATION

6/1/83

5/2753/84

42101

18955

10/10/84

BOOK 500 PAGE 17

TRADEMARK S. JOLT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARKS

APPLICATION

5166

Bermuda

EVEREADY Electric flashlights and lanterns; electric lamps and bulbs.

11,823A

Guyana

EVEREADY Electric flashlights and lanterns; electric lamps and bulbs.

102826/84

Japan

EVEREADY Electric flashlights and lanterns and electric lamps and bulbs. License granted to: Union Carbide Asia Limited.

56222/85

Japan

EVEREADY IN KAIKANA Lighting apparatus and their parts. License granted to: Union Carbide Asia Limited.

Montserrat

EVEREADY Electric flashlights and lanterns; electric lamps and bulbs. Application has matured to registration. Awaiting certificate.

41345/83/4

Nigeria

EVEREADY Electric flashlights and lanterns; electric lamps and bulbs. License granted to: Sonca Industries Ltd.

1163

Qatar

EVEREADY Electric dry cells and batteries. This application is to be associated with application number 4151 for EVEREADY ENERGY/LR. Licenses granted to: Eveready Batteries Ltd. and Union Carbide-Singapore Pte. Ltd.

Saudi Arabia

EVEREADY Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.L. and Eveready Batteries Ltd.

12721/82

Tanganyika

EVEREADY Electric flashlights and lanterns; electric lamps and bulbs. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.

TRADE MARK SECTION

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADE MARK

APPLICATION

11/88

EVEREADY
 Electric flashlights and lanterns; electric lamps and bulbs. Associated with CAT DEVICE and EVEREADY RECTANGULAR TRANSISTOR LABEL. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.

People's Democratic Republic of Yemen

EVEREADY

EVEREADY
 Electric flashlights and lanterns, electric lamps and bulbs.

Yemen Arab Republic

EVEREADY
 Electric dry cells and batteries.

55/82

EVEREADY
 Electric flashlights and lanterns, electric lamps and bulbs. This application is to be associated with application number 52/1973 for EVEREADY SUPER 99. Licenses granted to Union Carbide Asia Limited and Sonca Industries Ltd.

Zanzibar

EVEREADY

Electric dry cells and batteries. Licenses granted to: Union Carbide Kenya Limited and Union Carbide Singapore Pte. Ltd.

Zanzibar

EVEREADY CARLON

Electric flashlights and lanterns, electric lamps and bulbs.

1.341.605

Argentina

EVEREADY CARLON

Electric flashlights and lanterns, electric lamps and bulbs. Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.

215,404

Columbia

EVEREADY UHRGLER LABEL

Electric dry cells and batteries. License granted to: Union Carbide Argentina S.A.I.C.S.

1.111.803

TRADE MARK S. 3111

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADE MARK

APPLICATION

<u>APPLICATIONS:</u>	<u>COUNTRY</u>	<u>APPLICATION</u>
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Bangladesh	17435
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Disclaimer: ALKALINE.	Bermuda	5165
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	British Virgin Islands (8 Antigua)	2012 Now Registered
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Licenses granted to: Union Carbide Colombia, S.A. and Union Carbide Argentina S.A.I.C.-S.	Chile	5171
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Fees paid. Awaiting certificate.	Colombia	221,370
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Application to be associated with Reg. No. 1508 EVEREADY and application number 61195 Rectangular transistor label. License granted to: Union Carbide Egypt S.A.E.	Egypt	60169
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Fiji Islands	15050
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Hong Kong	178/82
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Disclaimer: ALKALINE. License granted to: Eveready Batteries Ltd.	Israel	5598B
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Disclaimer: ALKALINE. License granted to: Union Carbide Singapore Pte. Ltd. Associated with application IM/851 Eveready Rectangular Transistor Label. Application has been accepted.	Jamaica	IM 9/849

TRADEMARK Schedule

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK	COUNTRY	APPLICATION
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. final fees paid. Awaiting certificate.	Japan	4465/82
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.F., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	Jordan	8/30/82
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. This application is to be associated with Reg. No. 27475. The word ALKALINE is disclaimed. Registration will be restricted to the colors shown in the label, namely silver, brown and black. Licenses granted to: Union Carbide Kenya Limited and Union Carbide Singapore Pte. Ltd.	Kenya	29615
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.F. and Union Carbide Singapore Pte. Ltd.	Libya	8236667
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Licenses granted to: Union Carbide Malaysia Sendirian Berhad and Union Carbide Singapore Pte. Ltd.	West Malaysia	M/93606
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	Mauritius	12/19/81
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	Montserrat	1180 (Now registered)
EVEREADY ENERGIZER LABEL Electric dry cells and batteries.	New Zealand	
EVEREADY ENERGIZER LABEL Electric dry cells and batteries. Licenses granted to: Union Carbide Nigeria Ltd. and Union Carbide Singapore Pte. Ltd.	Nigeria	1/28/82

TRADEMARK SCHEDULE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATION

COUNTRY

77728

Pakistan

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

53180

Papua New Guinea

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. Application is being assigned to Union Carbide Australia Limited.

4151

Qatar

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.

Ras Al-Khaimah

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.L. and Eveready Batteries Ltd.

Sabah

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. Licenses granted to: Union Carbide Malaysia Sendirian Berhad and Union Carbide Singapore Pte. Ltd.

5/29329

Saudi Arabia

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. Licenses granted to: Union Carbide Egypt S.A.L., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.

1741/1/1403

Seychelles

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

50/84

Singapore

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.

S/2754/84

Sri Lanka

EVEREADY ENERGIZER LABEL

Electric dry cells and batteries. Licenses granted to: Union Carbide Ceylon Ltd. and Union Carbide Singapore Pte. Ltd.

44101

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TRADE MARK SECTION

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADE MARK

APPLICATION

COUNTRY	APPLICATION
Sudan	19463
Electric dry cells and batteries. Licenses granted to: Union Carbide Sudan Ltd. and Union Carbide Singapore Pte. Ltd.	
Taiwan	(70) 41632
Electric dry cells and batteries. Licenses granted to: Union Carbide Philippines, Inc. and Union Carbide Malaysia Sendirian Berhad.	
Thailand	
Electric dry cells and batteries. Application pending assignment of mark from Union Carbide Thailand Limited. License granted to: Union Carbide Singapore Ptd. Ltd.	
Trinidad and Tobago	13789
Electric dry cells and batteries. Disclaimer: ALKALINE. License granted to: Union Carbide Singapore Pte. Ltd.	
Uruguay	189,298
Electric dry cells and batteries. Disclaimer: ALKALINE.	
Venezuela	307
Electric dry cells and batteries. License granted to: Union Carbide de Venezuela, C.A. Appeal to rejection of this application being filed in Supreme Court.	
Yemen Arab Republic	
Electric dry cells and batteries. Licenses granted to: Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	
Bangladesh	
Flashlights. License to Sonca Ind. Ltd.	
Indonesia	
Electric dry cells and batteries. License granted to: Union Carbide Singapore Pte. Ltd.	

TRADE MARK Section
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATION	COUNTRY	APPLICATION
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries.	Brunei license granted to: Union Carbide Singapore Pte. Ltd.	12099 Now Registered
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries.	Gambia license granted to: Union Carbide Singapore Pte. Ltd.	650/1/83
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Jordan licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	10886 641,120
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries.	Mali license granted to: Union Carbide Cote d'Ivoire.	8246667
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Libya licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	1181
EVEREADY HEX & OVAL DESIGN LABEL Electric dry cells and batteries.	Montserrat Application accepted. Awaiting certificate.	11,095
EVEREADY HEX & OVAL DESIGN LABEL Electric dry cells and batteries. Ltd.	Morocco licenses granted to: Union Carbide Egypt S.A.E. and Union Carbide Singapore Pte.	5/20/80
EVEREADY HEX & OVAL DESIGN LABEL Electric dry cells and batteries.	People's Republic of China	1164
EVEREADY HEX & OVAL DESIGN LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Qatar licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	

TRADEMARK SOURCE

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

COUNTRY

APPLICATION

EVEREADY HEX & OVAL LABEL Electric dry cells and batteries.	Ras Al-Khaimah Licenses granted to: Union Carbide Egypt S.A.E. and Eveready Batteries Ltd.	
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Saudi Arabia Licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	52/84
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries.	Seychelles License granted to: Union Carbide Singapore Pte. Ltd.	
EVEREADY HEX & OVAL LABEL Electric dry cells and batteries.	Yemen Arab Republic	
EVEREADY LABEL (SEMIER MACAN & DEVICE) Batteries and flashlights. Carbide Singapore Pte. Ltd.	Indonesia Licenses granted to: Union Carbide Asia Limited, P. I., Union Carbide Indonesia and Union Carbide Singapore Pte. Ltd.	14, 862
EVEREADY RED LABEL Electric dry cells and batteries. Limited and Union Carbide Singapore Pte. Ltd.	Sudan Awaiting certificate. Licenses to Union Carbide Sudan Ltd., Union Carbide Asia Limited and Union Carbide Singapore Pte. Ltd.	14861
EVEREADY SILVER LABEL Electric dry cells and batteries. Limited and Union Carbide Singapore Pte. Ltd.	Sudan Awaiting certificate. Licenses to Union Carbide Sudan Ltd., Union Carbide Asia Limited and Union Carbide Singapore Pte. Ltd.	9/10/84
EVEREADY NATURAL CAT DESIGN (Red Label) Electric dry cells and batteries.	Bolivia	9/10/84
EVEREADY NATURAL CAT DESIGN (Silver Label) Electric dry cells and batteries.	Bolivia	9/10/84

TRADE MARK S.A.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATION

202,488

202,487

18075

2/15/83

2011
Now Registered

5170

215,212

61195

7/27/82

EVEREADY NATURAL CAT DESIGN (Red Label)
Electric dry cells and batteries.

Uruguay

EVEREADY NATURAL CAT DESIGN (Silver Label)
Electric dry cells and batteries.

Uruguay

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.

Bangladesh

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries. Associated Mark: 2601.

Bermuda

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.

British Virgin Islands

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.

Burma

License granted to: Union Carbide Singapore Pte. Ltd.

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.
S.A.I.C.S.

Chile

License granted to: Union Carbide Columbia, S.A. and Union Carbide Argentina

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.

Colombia

License granted to: Union Carbide Colombia, S.A.

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.

Egypt

Associated Marks: 1008 and 22714. License granted to: Union Carbide Egypt S.A.E.

EVEREADY RECTANGULAR TRANSISTOR LABEL
Electric dry cells and batteries.

El Salvador

License granted to: Union Carbide Centro Americana, S.A.

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TRADE MARK SUBJECTS

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

INADVERT

INADVERT	COUNTRY	APPLICATION
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Fiji Islands License granted to: Union Carbide Singapore Pte. Ltd.	15049
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Gambia License granted to: Union Carbide Singapore Pte. Ltd.	649/3/83
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Ghana Licenses granted to: Union Carbide Ghana Ltd. and Union Carbide Singapore Pte. Ltd.	10/12/82
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Guyana	11,822A
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cell batteries.	Honduras License granted to: Union Carbide Centro Americana, S.A.	2/1/83
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Associated Mark: 1679. Disclaimer: "j". License granted to: Union Carbide Singapore Pte. Ltd.	Jamaica	1M/851
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Jordan Licenses granted to: Union Carbide Egypt S.A.L. and Eveready Batteries Ltd.	1087
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Associated Mark: 1609. Licenses granted to: Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	Kuwait	15/24b
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Liberia License granted to: Union Carbide Singapore Pte. Ltd.	

TRADEMARK S.
 BATTERY PRODUCTS
 UNION CARBIDE CORPORATION
 FOREIGN COUNTRIES

APPLICATIONS: TRADEMARK	COUNTRY	APPLICATION
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Lithia	8236667 Licenses granted to: Union Carbide Egypt S.A.L., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Malaya	M/97013 License granted to: Union Carbide Malaysia Sendirian Berhad.
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Mali	641,121 License granted to: Union Carbide Cote d'Ivoire.
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Montserrat	Now registered
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Morocco	31,097 Licenses granted to: Union Carbide Egypt S.A.L., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	New Zealand	144414
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Nigeria	43418/83/4 Licenses granted to: Union Carbide Nigeria Ltd. and Union Carbide Singapore Pte. Ltd.
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	People's Republic Of China	5/20/80
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Qatar	Licenses granted to: Union Carbide Egypt S.A.L., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.

TRADEMARK SERVICES

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATION

COUNTRY

EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Ras Al-Khaimah Licenses granted to: Union Carbide Egypt S.A.L. and Eveready Batteries Ltd.	5/31456
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Singapore Pte. Ltd.	Sabah Licenses granted to: Union Carbide Malaysia Sendirian Berhad and Union Carbide	2149
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Samoa	26132
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Sendirian Berhad and Union Carbide Singapore Pte. Ltd.	Sarawak Disclaimer: TRANSISTOR and "g". Licenses granted to: Union Carbide Malaysia	4/29/80
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Saudi Arabia Licenses granted to: Union Carbide Egypt S.A.L., Eveready Batteries Ltd. and Union	51/84
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Seychelles License granted to: Union Carbide Singapore Pte. Ltd.	11849
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Sierra Leone License granted to: Union Carbide Singapore Pte. Ltd.	45,487
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Sri Lanka Licenses granted to: Union Carbide Ceylon Ltd. and Union Carbide Singapore Pte. Ltd.	19820
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Sudan Licenses granted to: Union Carbide Sudan Ltd. and Union Carbide Singapore Pte. Ltd.	

TRADE MARK Section 1

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATIONS:	COUNTRY	APPLICATION
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Syria Licenses granted to: Union Carbide Egypt S.A.E., Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	30593
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Tanganyika Licenses granted to: Union Carbide Kenya Limited, Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	12/27/82
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Trinidad and Tobago Associated with EVEREADY. License granted to: Union Carbide Singapore Pte. Ltd.	13/86
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	U.S.S.R. Final fees paid. Awaiting certificate.	95937/50
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Venezuela License granted to: Union Carbide de Venezuela, C.A.	426
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries.	Yemen Arab Republic	
EVEREADY RECTANGULAR TRANSISTOR LABEL Electric dry cells and batteries. Carbide Singapore Pte. Ltd.	Zanzibar Licenses granted to: Union Carbide Kenya Limited, Eveready Batteries Ltd. and Union Carbide Singapore Pte. Ltd.	
EVEREADY SUPERCELL Electric dry cells and batteries.	Venezuela License granted to: Union Carbide de Venezuela, C.A.	
EVEREADY SUPER HEAVY DUTY LABEL Electric dry cells and batteries.	Bermuda	5167

TRADE MARK SECTION

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS	COUNTRY	APPLICATION
TRADEMARK		
OVEREADY SUPER HEAVY DUTY LABEL Electric dry cells and batteries.	Hong Kong License granted to: Union Carbide Singapore Pte. Ltd.	113A/83
OVEREADY SUPER HEAVY DUTY LABEL Electric dry cells and batteries.	Japan Associated Mark: 135994. Application published and final fees paid.	8/076/82
OVEREADY SUPER HEAVY DUTY LABEL Electric dry cells and batteries.	Venezuela License granted to: Union Carbide de Venezuela, C.A.	427
10X & CIRCULAR DEVICE Electric dry cells and batteries and all other goods in Class 11.	Japan License granted to: Union Carbide Asia Limited and Asia Limited.	36548/84
10X & CIRCULAR DEVICE Electric machines, tools and instruments and their parts and also materials for electric insulation.	Japan Final fees paid. Awaiting certificate.	36525/83
10X & OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	Burma Licenses granted to: Union Carbide Asia Limited and Sunca Industries Ltd.	46547/84
10X & OVAL DEVICE Electric dry cells and batteries and flashlights and all other goods in Class 11.	Japan License granted to: Union Carbide Asia Limited.	M/97011
10X & OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	Malaya	1871
10X & OVAL DEVICE Electric batteries, flashlights, lamps, bulbs, electrical apparatus, machines and supplies.	Mexico Licenses granted to: Union Carbide Asia Limited, Union Carbide de Venezuela, C.A. and Sunca Industries Ltd.	

TRADEMARK S.C.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK	COUNTRY	APPLICATION
III X & OVAL DEVICE Electrical dry cells and batteries. Ltd.	Morocco	31,096 Licenses granted to: Union Carbide Egypt S.A.E. and Union Carbide Singapore Pte.
III X & OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	New Zealand	144413
III X AND OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	Sabah	S/31455 License granted to: Sonca Industries Ltd.
III X & OVAL DEVICE Electric flashlights and lanterns; and electric lamps and bulbs. Sonca Industries Ltd.	Samoa	2148 Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.
III X & OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs. Sonca Industries Ltd.	Sarawak	26131 Licenses granted to: Union Carbide Asia Limited and Sonca Industries Ltd.
III X & OVAL DEVICE Electric dry cells and batteries. Ltd.	Saudi Arabia	4729/80 Licenses granted to: Union Carbide Egypt S.A.E. and Union Carbide Singapore Pte.
III X & OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs.	Singapore	5997/82 License granted to: Union Carbide Asia Limited.
III X & OVAL DEVICE Electric flashlights and lanterns; electric lamps and bulbs. Carbide Ceylon Ltd. and Sonca Industries Ltd.	Sri Lanka	45488 Licenses granted to: Union Carbide Asia Limited, Union Carbide Ceylon Ltd. and Sonca Industries Ltd.

TRADEMARK SCHEMATA
BATTERY PRODUCTS
UNION CARBIDE CORPORATION
FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

	COUNTRY	APPLICATION
HEX & OVAL DEVICE Flashlights and lanterns, electric lamps and bulbs. License granted to: Union Carbide Asia Limited.	Taiwan	(71) 26599
HEX & OVAL DEVICE Application being filed. Electric dry cells and batteries.	Yemen Arab Republic	107,044 105,230 Now Registered
HEX & OVAL DEVICE Application being filed. Electric flashlights and lanterns, electric lamps and bulbs.	Yemen Arab Republic	106,404 100,275 Now Registered
HEX-MAX Electric dry cells and batteries. Fees paid. (Awaiting certificate)	Colombia	18076
HEX-MAX Electric dry cells and batteries. Fees paid. (Awaiting certificate)	Mexico	
NATURAL CAT DEVICE Electric dry cells and batteries.	Bangladesh	
NATURAL CAT DEVICE Electric dry cells and batteries.	Burma	
NATURAL CAT DEVICE Electric dry cells and batteries. Final fees paid.	China (People's Republic)	10/28/82
NATURAL CAT DEVICE Electric dry cells and batteries. Final fees paid.	Colombia	215,458
NATURAL CAT DEVICE Electric dry cells and batteries. Application accepted. Awaiting certificate.	Ecuador	1/19/82

TRADE MARK S.

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:	COUNTRY	APPLICATION
<u>TRADE MARKS</u>		
NATURAL CAT DEVICE Electric dry cells and batteries.	Egypt	8/10/82
NATURAL CAT DEVICE Electric dry cells and batteries.	El Salvador	15053
NATURAL CAT DEVICE Electric dry cells and batteries.	Fiji Islands	12/2/81
NATURAL CAT DEVICE Electric dry cells and batteries.	Ghana	-1793361-
NATURAL CAT DEVICE Electric dry cells and batteries.	Front	1M9/850
NATURAL CAT DEVICE Electric dry cells and batteries.	Jamaica	8/075/82
NATURAL CAT DEVICE Electric dry cells and batteries.	Japan	
NATURAL CAT DEVICE Electric dry cells and batteries.	Jordan	
NATURAL CAT DEVICE Electric dry cells and batteries.	Korea (South)	81-9554
NATURAL CAT DEVICE Electric dry cells and batteries.	Liberia	

500 501

TRADE MARK Sec. 10b

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADE MARKS

NATURAL CAT DEVICE
Electric dry cells and batteries.

NATURAL CAT DEVICE
Electric dry cells and batteries.

NATURAL CAT DEVICE
Electric dry cells and batteries. Application accepted under Reg. No. 210,714. Awaiting certificate.

NATURAL CAT DEVICE
Electric dry cells and batteries.

APPLICATION

COUNTRY

Libya

M/92801

West Malaysia

211,940

Mexico

Nigeria

2389

Qatar

S/28893

Sabah

2147

Samoa

Saudi Arabia

44215

Sri Lanka

14275

Sudan

TRADE MARK SEC. 1011E

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADEMARK

APPLICATIONS:	COUNTRY	APPLICATION
NATURAL CAT DEVICE Electric dry cells and batteries.	Syria	31197
NATURAL CAT DEVICE Licenses granted to: Union Carbide Philippines, Inc., Union Carbide Malaysia Sendirian Berhad and Union Carbide Singapore Pte. Ltd.	Taiwan	(70) 36808
NATURAL CAT DEVICE Electric dry cells and batteries.	Tunisia	392781
NATURAL CAT DEVICE Application being filed. Electric dry cells and batteries.	Yemen Arab Republic	
3 S NINE LIVES Electric dry batteries and all other goods in Class 11. License granted to: Union Carbide Asia Limited.	Japan	11910784
PANAPOMER Batteries. This application was published for opposition in August, 1985. Application Registered User application naming Union Carbide Kenya Limited has been filed. Nym. Registered.	Kenya	33,345
KIAT READY Batteries.	Indonesia	
SIMPRE LISA Electric lamps and bulbs, electric flashlights. Issuance fees have been paid. Awaiting certificate.	Columbia	201021
SIMPRE LISA Electric dry cells and batteries. Issuance fees have been paid. Awaiting certificate.	Columbia	201023
SIBUA Electric flashlights and lanterns.	Turkey	05516

TRADE MARK SCHEME

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

APPLICATIONS:

TRADE MARK

APPLICATION

COUNTRY

1,417,644

Argentina

SKIPPER
Electric flashlights and lanterns, electric lamps and bulbs.

215,456

Colombia

SKIPPER
Electric flashlights and lanterns; electric lamps and bulbs.

351,770

Australia

SKIPPER
Torches and lanterns. Application naming Union Carbide Australia Limited as Registered User filed.

134430

New Zealand

SKIPPER
Torches and lanterns. Application filed naming Union Carbide New Zealand Limited as Registered User.

430

Venezuela

SKIPPER
Electric flashlights and lanterns, electric lamps and bulbs. Application was published. Awaiting certificate.

0646

Venezuela

SUPERCCELL
Electric dry cell batteries.

6004/82

Singapore

SUPREX LABEL
Electric dry cells and batteries.

1/1/81

Australia

THE ACCENT IS ON SUPER
Dry cell batteries.

THE ACCENT IS ON SUPER
Dry cell batteries.

THE ACCENT IS ON SUPER
Dry cell batteries.

145,470

New Zealand

TRADEMARK SECTION
BATTERY PRODUCTS
UNION CARBIDE CORPORATION
FOREIGN COUNTRIES

APPLICATIONS: TRADEMARK	COUNTRY	APPLICATION
THE ACCENT IS ON SUPER Dry cell batteries.	Philippines	50,5b4
THE ACCENT IS ON SUPER Dry cell batteries.	Singapore	1/13/83
ULTRIX LABEL Electric dry cells and batteries. Disclaimer: TRANSISTOR.	Singapore	6005/82

OPPOSITIONS

- Argentine
- Cat Device. Opposition to applications nos. 1,458,104 and 1,458,108 for Cat Devices of Simon Vinogora. Applicant's initial proposal for settlement not accepted; associates working to get reference to any type of batteries deleted from specification.
- EVEREADY. Opposition to application no. 1458242 for EVERY DAY of Adamar Sociedad Anonima. Proposal for settlement under discussion.
- LUZITA. Opposition to application no. 1,462,255 for LUCITA and Device of Brasosh de Videla Lucia Estella Maria. Awaiting proposal for settlement from applicant.
- SIMMENT ULSIA. Opposition to applications nos. 1,379,587 and 1,379,588 for SIMPRIVIVA of Asuncion Electrometalurgica. Awaiting proposal for settlement from applicant.
- ENERGIZER. Opposition to application no. 1,433,847 for ENERGIZAST of N.Z. Producciones S.A. Proposal for settlement under discussion.
- ENERGIZER. Opposition to application no. 1,433,238 for ENERGY of Morado Diaz. Awaiting proposal for settlement from applicant.

TRADEMARK SCHEMATA

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

- SLVEN TLVES. Opposition to application no. 1.479.872 for ORGANIZACION SEVEN of Paul Armando Bolducult. Awaiting proposal for settlement from applicant.
- EMERGLER. Opposition to application no. 1.479.45h for EMERGLI ELECIONICA DE INIENCIA of Benjamin Waisman. Proposal for settlement under discussion.
- EMERGLER. Opposition to application no. 1.485.449 for EMERGLER of Antonio Melella. Awaiting proposal for settlement from applicant.
- EMERGLER. Opposition to application no. 1.503.787 for EMERGLER of Antonio Melella. Awaiting proposal for settlement from applicant.

Japan

- EVERLADY. Opposition to application no. 1975/83 for EVERLADY of K.K. Hattori Seiko. Opposition and supporting evidence filed. Proposal for settlement made to Hattori Corporation of America.
- EVERLADY. Opposition to applications by Hitachi (Genshi K.K. - 1981/82 for EVERLX in Katakana, 1982/82 for EVERLX in Katakana, and 1982/82 for EVERLX. Oppositions rejected. Proposal for settlement under discussion to include all Hitachi companies.

COMBILITE/TRADE DRESS INTERNATIONAL ACTIONS

Hong Kong

- Union Carbide Corporation et al v. Willie K. Woo, Pan Ocean, Leung Po King and Leung Lok Sang (Consolidated U.C. Action Nos. 6261 and 6262 of 1980) (File No. 80/05008/2)
- Action concluded, but still trying to serve final order on Leung Po Yee (Partner of Pan Ocean and sister of Leung Po King) with a view of getting her to tell us the whereabouts of the Leungs so as to enforce judgment.

TRADEMARK SCHEMATA

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

Union Carbide Corporation et al v. Shenkela Brothers (Action No. 8004 of 1983) (File No. 83/0562B/6)

Defendant subject to an interim injunction, terms of settlement agreed, but delay in finalising due to sole proprietor's bad health.

Union Carbide Corporation et al v. Luxmi Export Import Co. and P.S. Chellaram & Co. Ltd. (Action No. 9661 of 1983) (File No. 83/0562/5)

Ex-parte injunctions granted July 28th, 1983, maintained interim injunction against Luxmi, but lost it against Chellaram. Settlement of Claim served April 14th, 1984, agreement with Luxmi's solicitors generally extending their time to serve defense, Chellaram's defense filed April 30th, 1984. Neither side has attempted to bring this action on to trial and in fact there was no correspondence at all between the parties throughout the whole last year.

Union Carbide Corporation and Vai Lee See Printing Press Co. (File No. 86/0305/0)

Investigation conducted by CIS upon the instructions to Pat Mannix into a printing company producing Eveready labels for transistors radios.

Possible infringement action in Hong Kong against a manufacturer of an EVEREADY key chain. We are not considering a full investigation into this matter.

Legal:

Union Carbide Corporation vs. Lyden et al.

The defendants just settled with UCC by paying MH200,000 to UCC. We are applying with the court for collection of the security bond previously placed by UCC for provisional attachment order. Receipt of the security bond is expected in a month.

Union Carbide Corporation vs. Konsentex Trading, et al.

We sued Konsentex Trading and its two officers for compensation of the damages in the amount of US\$118,140. The District Court awarded UCC US\$15,140 as compensation. The defendants appealed this case to High Court and then Supreme Court. Last year the Supreme Court abrogated the original decision and remanded it to High Court for trial. At present, this case is still pending in Taiwan High Court.

TRADEMARK SCHIUBHEIT

BATTERY PRODUCTS

UNION CARBIDE CORPORATION

FOREIGN COUNTRIES

Union Carbide Corporation vs. Lee Brother, et al.

The original claim of UCC is NT\$2,215,000. However, High Court merely awarded NT\$17,626 to UCC. Subsequently UCC was not satisfied with the portion not granted by High Court and appealed it to the Supreme Court. The Supreme Court considered the High Court decision inappropriate and remanded this case to Taiwan High Court for retrial.

Venezuela:

Union Carbide Corporation vs. Energia Integral S.A./Kay-O-Yas

Instructions to bring infringement action given to local counsel on February 1, 1986 to stop use by defendants of ENERGIZADA on batteries as infringing the ENERGIZER trademark.

BOOK 500 PAGE 572

JEC 0506g 4/1/86

ADDENDUM TO DISCLOSURE SCHEDULE III
TRADEMARKS

To be completed regarding the trademark "UCAR".

Schedule III

BOOK 500 PAGE 573

Inventory Warehouses

Year	Warehouse Name	Address	City	State
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970

...

DISCLOSURE SCHEDULE IREAL PROPERTY

Part 5A. Inventory Warehouses Used by the Battery Products Division For the Storage of Materials to be Used at its Plants

<u>LOCATION NUMBER</u>	<u>NAME OF FACILITY</u>	<u>LOCATION OF FACILITY</u>	<u>PLANTS UTILIZING THE FACILITY</u>
None	Bennington County Industrial Corporation	North Bennington, Vermont	Bennington Plant
77-712	Reserve Terminal	Cleveland Ohio	Multiple Plants
None	Elm Street Warehouse	St. Albans, Vermont	St. Albans Plant
77-0225	Marietta Industrial Enterprise	Marietta, Ohio	Marietta Plant
77-0200	Rich Warehouse	Asheboro, North Carolina	Asheboro Plant No. 1
None	Schwartz Warehouse	Asheboro, North Carolina	Asheboro Plants No. 1 and 2
77-0210	Moffitt Warehouse	Asheboro North Carolina	Asheboro Plant No. 2
77-0201 ¹	Plummers Warehouse	Asheboro North Carolina	Asheboro Plant No. 1
None	Brown Transfer & Storage	St. Joseph's, Missouri	Maryville Plant
None	A-C Lighting Security	Maryville, Missouri	Maryville Plant
None	Norris Brothers	Cleveland, Ohio	Edgewater Plant

¹ The Battery Products Division is terminating its relationship with this facility as of June 1, 1986.

DISCLOSURE SCHEDULE IREAL PROPERTY5B. Inventory Warehouses Used by the Battery Products Division
For the Storage of Finished Products

<u>LOCATION NUMBER</u>	<u>NAME OF WAREHOUSEMAN</u>	<u>LOCATION OF WAREHOUSE</u>
77-750 ¹	Bonded Service Warehouse	Atlanta, Georgia
77-712 ¹	Reserve Terminals	Cleveland, Ohio
77-761 ¹	Dallas Ware- house Co.	Dallas, Texas
77-717	Lentz Transfer & Storage Company	Greensboro, North Carolina
77-755 ¹	United Warehouse & Terminal Corp.	Memphis Tennessee
77-752 ¹	Southern California Distribution Services, Inc. ²	Norwalk, California
77-754 ¹	Rudie Wilhelm Warehouse Co.	Portland, Oregon
77-751	Union Carbide	Chicago Illinois
77-726	Union Carbide	Edison, New Jersey

In addition, Battery Products Division uses public inventory warehouses in Anchorage, Alaska and Honolulu, Hawaii.

- 1 Goods stored in these warehouses are not covered by formal contracts but are instead covered by warehouse receipts. Storage and handling rates applicable to these goods are specified in price quotations.
- 2 Warehouse receipts are under the name of National Distribution Agency.

DISCLOSURE SCHEDULE IREAL PROPERTYPart 1A - Owned Real Property

<u>Grantor</u>	<u>Description</u>	<u>Date</u>
1. LaSalle National Bank	Lot 8, Tinley Industrial Park, Tinley Park, Illinois (See Attachment 1)	December 20, 1977
2. M.L. Pratt	Acreage: 2.098 Red Oak, Iowa (See Attachment 2)	January 2, 1968
3. Farmers Mercantile	Parcels of Land Red Oak, Iowa (See Attachment 3)	December 2, 1946
4. Terry Skalberg	One Acre Parcel Red Oak, Iowa (See Attachment 4)	March 8, 1976
5. James and Helen Merrigan	63.57 (acreage) Maryville Missouri (See Attachment 5)	October 24, 1957
6. Inman Capital Co.	Various parcels Edison, New Jersey (See Attachment 6)	December 18, 1973
7. Cranford Hosiery Mills	Parcel of land Asheboro, N. C. (See Attachment 7)	December 31, 1949
8. R. Glen Keyes, Trustee	Acreage: .225 acres Asheboro Township, N.C. (See Attachment 8)	November 7, 1977
9. Mollie Edwards (Barnhill) et al	Parcel (various acreage) Pitt County, N.C. (See Attachment 9)	Various Dated Documents
10. Randolph County	Acreage 5+ Randolph County, N.C. (See Attachment 10)	December 14, 1983

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JEC 04619 3/22/86

Page 2 of 2

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 1A - Owned Real Property (Cont.)

<u>Grantor</u>	<u>Description</u>	<u>Date</u>
11. Lucille M. Burke	2 parcels of land Asheboro, NC (See Attachment 11)	December 9, 1980
12. Newport News, Virginia	Various parcels of land (See Attachment 12)	
13. Monument Roofing and Sheet Metal Company	8,840 sq. ft. Bennington, Vermont (See Attachment 13)	June 28, 1976
14. John and Mary Maglicane	.101 acreage Cleveland, Ohio (See Attachment 14)	June 4, 1968
15. Excelsior Vanish	Cleveland, (Edgewater, OH 0.649 acres) (See Attachment 15)	May 1, 1974
16. Westlake Joint Venture	Lots 68 and 78 Westlake, Ohio (See Attachment 16)	May 30, 1980
17. Marietta, OH	5 parcels of land Marietta, OH 0.9584 ± acres (See attachment 17)	June 25, 1981

DISCLOSURE SCHEDULE IREAL PROPERTYPart 1B - Leased Real Property

<u>Lessor</u>	<u>Leased Premises</u>	<u>Term</u>
1. Arimin Investors	8065 North 85th Way Scottsdale, Arizona	7/1/85 to 6/30/89
2. New York Life Ins. Co.	8,021 sq. ft. Suite 300 5720 Peachtree Parkway Norcross, Georgia	7/1/83 to 9/30/88
3. LaSalle National Bank	9,230 sq. ft. 500 Park Blvd. Itasca, Illinois	12/1/82 to 12/31/92
4. Burlington Northern	Parcel - 19,530 sq. ft. Red Oak, Iowa	May 1, 1968 until cancelled
5. Bear & Bear Associates	818 sq. ft. Suite 412 6901 W. 63rd Street Shawnee Mission, Kansas	12/1/83 to 11/30/86
6. 10 Speen St. Realty Co.	1,200 sq. ft. 10 Speen St. Framingham, Massachusetts	12/1/82 to 11/30/85
7. Mutual Life Ins. Co. of New York	7900 78th Street Suite 254 Edina, Massachusetts	3/1/85 to 2/29/88
8. Park 80 - Kidde Assoc.	Portion of 7th Floor 80 West - Plaza Two Saddle Brook, New Jersey	2/1/84 to 1/31/89
9. Hampshire Mgmt. Co.	4th Floor, 2900 Westchester Avenue Purchase, New York	2/1/82 to 8/12/92
10. Shore West Realty	35,015 sq. ft. Various Suites Shore West Bldg. 20575 Center Ridge Road, Rocky River, Ohio	10/26/59 to 12/31/84 1/1/85 - Renewal

DISCLOSURE SCHEDULE IREAL PROPERTYPart 1B - Leased Real Property (Cont.)

<u>Lessor</u>	<u>Leased Premises</u>	<u>Term</u>
11. Woodland Executive Suite	Woodlake Executive Suite Woodlake Office Park Oklahoma City, Oklahoma	4/13/84 month- to-month
12. Baldwin-Harris (Equitec Real Estate Investors Fund)	6,675 sq. ft. Suite 402 12300 Ford Road, Dallas, Texas	7/1/82 to 6/30/87
13. Lynnfield Office Park Joint Venture	700 sq. ft. 1355 Lynnfield Road Suite 110 Memphis, Tennessee	5/1/83 to 4/30/86
14. Metro Warehouses	1725 Hayden Road, 960 sq. ft. at 201 Regal Row, Dallas, Texas	1/1/75 to 12/31/75
15. Sullivan Enterprises	28,800 sq. ft. Warehouse Space, Elm St. St. Albans, Vermont	5/7/84 to 5/6/87
16. Yearout Corporation	735 sq. ft. Suite 604 12012 N.E. 95th Street Vancouver, Washington	10/1/83 to 9/30/85
17. Islander Co.	6,666 sq. ft. Suite 410 7530 Lucerne Drive Middleburg Heights, Ohio	8/1/80 to 7/31/85
18. Leshner Printers	Parcel of Property Freemont, Ohio	11/1/79 to 10/31/81

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 1C - Ancillary Real Property

1. Lessee, U. S. Department of Energy - Easement January 8, 1982
Nodaway, Missouri
Parcel CS-MY-LA
2. Penn Central - License dated June 17, 1913, Year-to-Year
Cleveland, Ohio
3. Union Ore with Virginia Electric & Power Co. - Easement
3/17/59
4. Ancillary Agreement - Newport News, Virginia 1/29/74
5. Union Carbide with Ohio Power Company - Ancillary Agreement
- 10/16/80
Freemont Ohio
6. Union Slag Corporation - Easement - 2/1/80
Marietta, Ohio

BOOK 500 PAGE 502
ATTACHMENT 1
TINLEY PARK, ILLINOIS

TINLEY INDUSTRIAL PARK

Being a Subdivision of that part of the Northeast One-Quarter of Section 36, Township 36 North, Range 12, East of the Third Principal Meridian lying North of the North Line of the Chicago, Rock Island and Pacific Railroad (excepting therefrom the West 1534.6 feet of the East 2009.6 feet of the North 495.65 feet) all in Cook County, Illinois.

Lot 8 in Tinley Industrial Park Resubdivision of Lots 7, 8, 9, 10 and 11 and vacated Duvan Court, in Tinley Industrial Park, being a Subdivision in the Northeast Quarter of Section 36, Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat of Resubdivision recorded December 7, 1976 as Document 23739003, in Cook County, Illinois

EA 503 247

ATTACHMENT 2
PRATT
RED OAK, IOWA

BOOK 500 PAGE 583

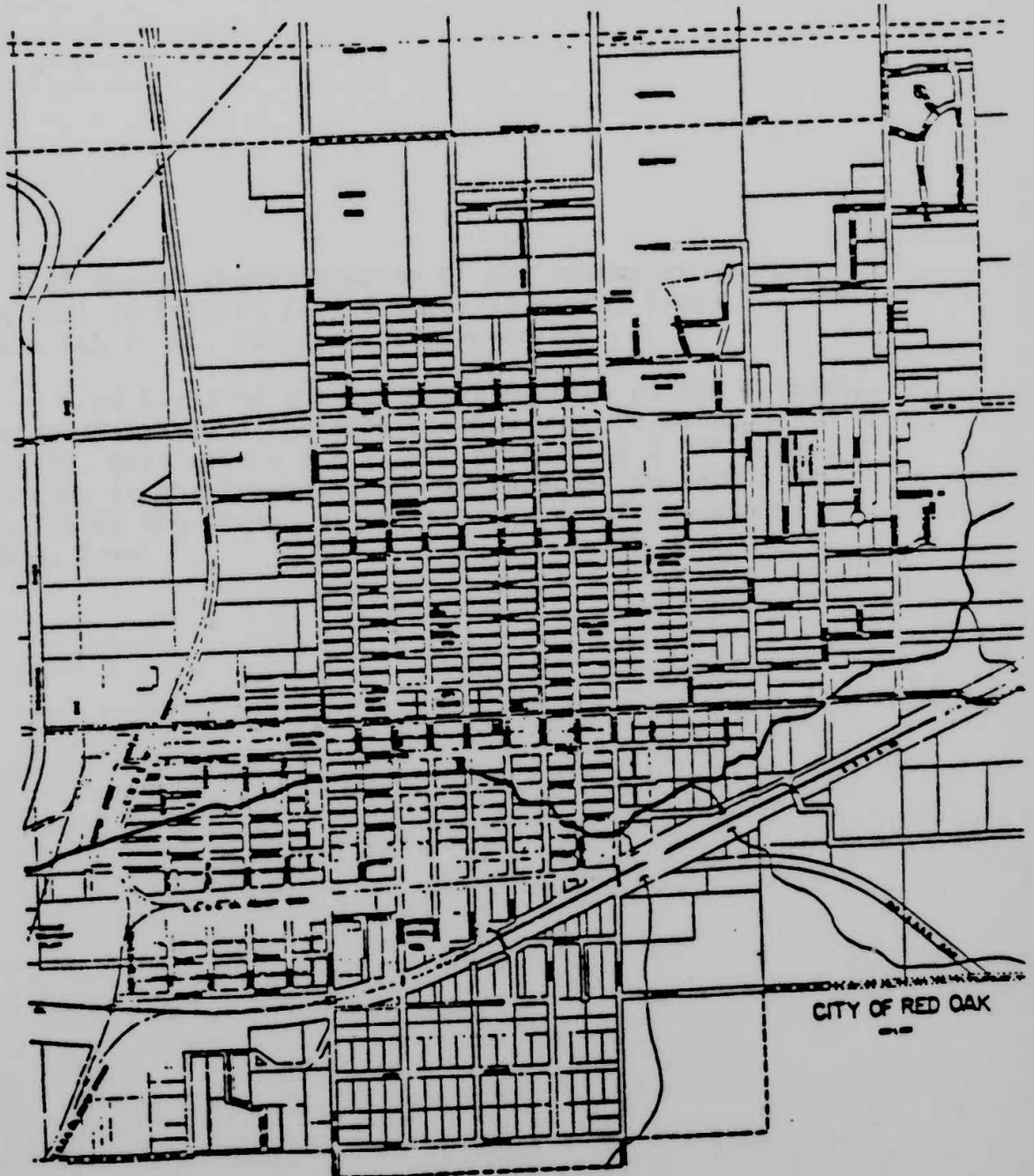
THE LOOMIS ABSTRACT COMPANY
RED OAK, IOWA

ABSTRACT NO. 47745

PLAT SHEET

ABSTRACT OF TITLE
TO

Lot No. Two of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section No. 20 and Sub Lot Two of Lot One of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section No. 29, all in Township No. 72 North, Range No. 38, West of the Fifth P.M., Montgomery County, Iowa.



CITY OF RED OAK

ATTACHMENT 2

BOOK 500 PAGE 584

Lot 2 of the Southeast Quarter of the Southeast Quarter
(SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20, Township 72 North, Range 38, West
of the 5th P. M., containing 0.094 acres,

and

Sublot 2 of Lot 1 of the Northeast Quarter of the Northeast
Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 29, Township 72 North,
Range 38, West of the 5th P. M., containing 2.004 acres,
according to the irregular survey recorded in book 3 at
page 142 of the irregular survey records of Montgomery
County, Iowa

ATTACHMENT 3
MERCANTILE
RED OAK, IOWA

BOOK 500 PAGE 585

EASEMENT

Whereas, National Carbon Company, Inc., desires to be serviced by Iowa Power and Light Company with electric energy and natural gas at its plant to be constructed on the following described real estate, to-wit:

Lot No. 1 of the Southeast Quarter of the Southeast Quarter of Section 20 and Sub Lot No. 1 of Lot No. 1 of the Northeast Quarter of the Northeast Quarter of Section 29, in Township No. 72, North, Range No. 36, West of the 5th P. M., in Montgomery County, Iowa, containing 11.131 acres, more or less, by government or irregular survey,

and

Whereas, the Iowa Power and Light Company is willing to furnish the desired service, providing the National Carbon Company, Inc., gives it an easement to enter upon the land above described for the purpose of laying and maintaining its underground electric transmission lines and underground gas pipe line,

NOW, THEREFORE, IN CONSIDERATION of the mutual advantages and benefits to be derived by the National Carbon Company, Inc., and the Iowa Power and Light Company, the National Carbon Company, Inc., does hereby grant and give to the Iowa Power and Light Company, its successors and assigns, an easement and right to enter upon the real estate above described and construct, lay, and maintain an underground transmission line for electricity, and an underground pipe line for conveying of natural gas, which said underground electric transmission line and natural gas pipe line are to be located as shown on the blueprint which is attached to, marked Exhibit A, and made a part of this easement by reference.

This easement to continue only so long as the Iowa Power and Light Company, its successors and assigns, furnish electric energy and natural gas to National Carbon Company, Inc., its successors and assigns, and upon service being discontinued, this easement shall terminate forthwith without notice by National Carbon Company, Inc., to Iowa Power and Light Company.

Dated this 2 day of April, 1947.

NATIONAL CARBON COMPANY, INC.

BY W. H. Sawyer
Vice President

Attest:

W. H. Sawyer

ATTACHMENT 3

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT

FARMERS Mercantile Company, of Red Oak,
of the County of Montgomery State of Iowa in consideration
of the sum of Twenty-three Thousand and no/100ths - - - - - DOLLARS
to have paid by National Carbon Company, Incorporated, of Cleveland,

of Cuyahoga County, and State of Ohio do hereby sell and
convey unto the said National Carbon Company, Incorporated,

the following described premises situated in the County of MONTGOMERY and State of Iowa, to-wit:

Lot one (1) of the Northeast Quarter of the Northeast Quarter of Section 29, in Township 72 North, Range 38, West of 5th P.M., and a tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 20, in Township 72 North, Range 38, West of 5th P.M. described as follows:- Commencing at a point which is the intersection of the south line of aforesaid Section 20 and the West line of West First Street, in the City of Red Oak, Iowa, and running thence West nine hundred thirty-four and twenty-seven-hundredths feet (934.27') thence North 85 degrees 48 minutes East five hundred and forty and four-tenths feet (540.4'), thence easterly along a fifty-six hundred and forty foot (5640.0') radius curve concave southerly with a central angle of four degrees and fourteen and four tenths minutes (4-14.4') for a distance of four hundred and seventeen feet (417.0') thence south along the west line of said West First Street fifty-two and eighty-three hundredths (52.83') feet to point of beginning. Said last tract containing .32 acres more or less. Note: The south line of Sec. 20-72-38 is taken as due east in describing this parcel of land. There is excepted, however, from the above described land that portion heretofore contracted to be sold to Dean W. Shields, being a certain tract in the northwest corner of the above described land, commencing at the northwest corner of aforesaid Lot one and extending easterly along the south line of Primary Highway 34 a distance of 250 feet, thence south a distance of 400 feet, thence West to the east line of the right of way of the Chicago, Burlington & Quincy Railroad Company, thence northerly to the place of beginning, it being expressly agreed that said tract agreed by Seller to be sold to Dean W. Shields is not a part or parcel of the property covered by this agreement.

ATTACHMENT 4
SKALBERG
RED OAK, IOWA

TERRY SKALBERG and MARSHA SKALBERG.

West 1 acre of the East 3 acres of Lot No. 1 of the
South 22.4 acres of the Northeast Quarter of the
Northeast Quarter of Section No. 29, Township No. 72
North, Range No. 38, West of the 5th P.M.



ATTACHMENT 4

BOOK 500 PAGE 588

THE LOOMIS ABSTRACT COMPANY
RED OAK, IOWA

PLAT SHEET

ABSTRACT NO. 23753

ABSTRACT OF TITLE
TO

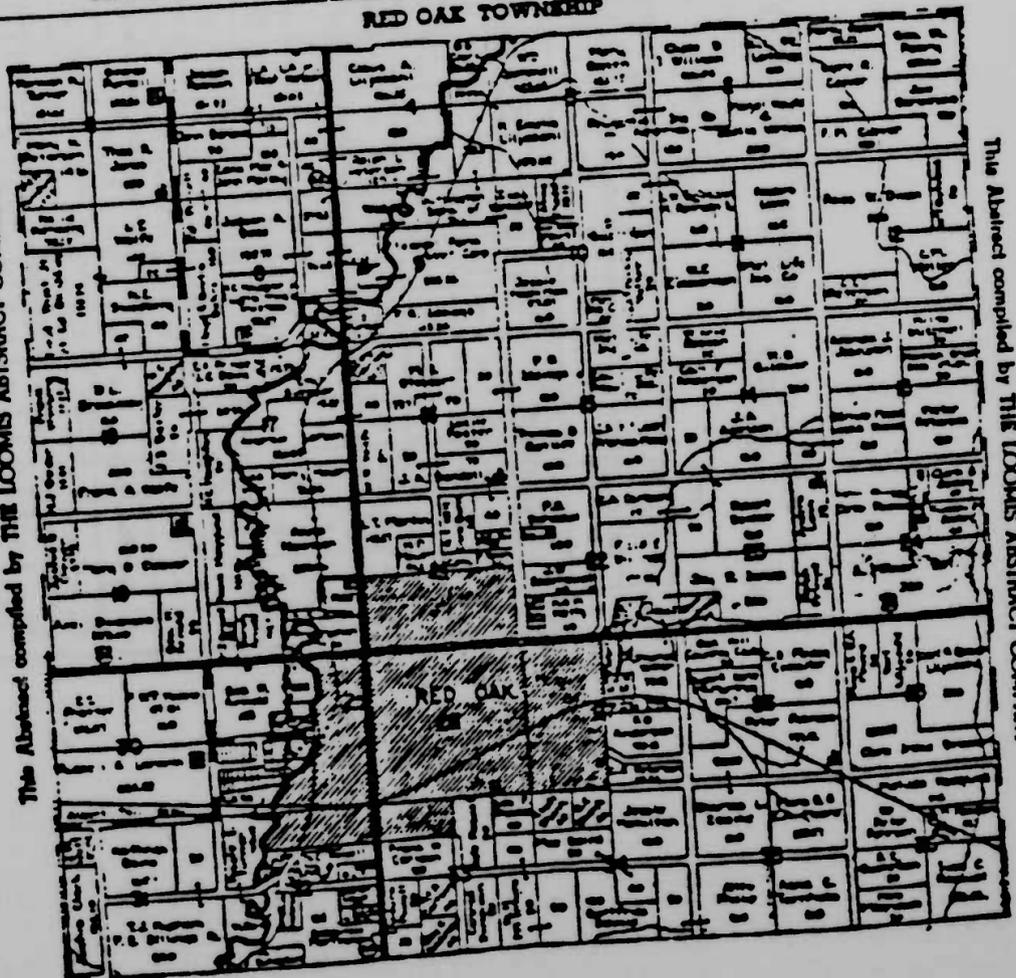
THE STATE OF IOWA, County of Montgomery, ss. I, J. E. Loomis, Clerk of the said County, do hereby certify that the following is a true and correct copy of the abstract of title as shown on the plat of the same as filed in my office on this 1st day of _____ 19__.

THE LOOMIS ABSTRACT COMPANY
RED OAK, IOWA

ESTABLISHED IN 1874
**THE LOOMIS
ABSTRACT
COMPANY**
J. E. LOOMIS, PROPRIETOR

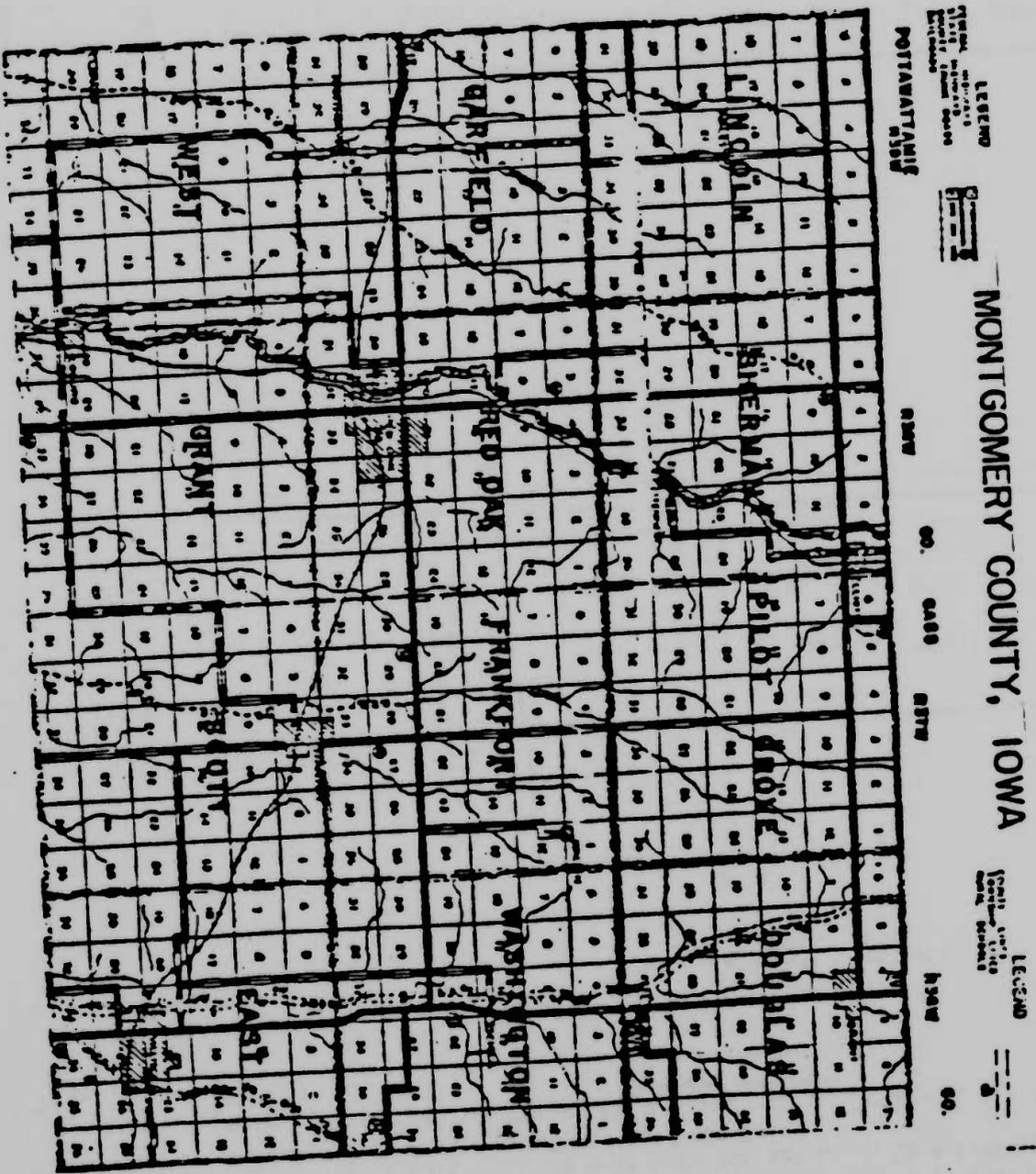
IN TOWNSHIP NO. 72 NORTH, RANGE NO. 38
WEST OF THE FIFTH P. M. MONTGOMERY COUNTY, IOWA
Containing _____ Acres, more or less, by Government or Irregular Survey

RED OAK TOWNSHIP



This Abstract compiled by THE LOOMIS ABSTRACT COMPANY

This Abstract compiled by THE LOOMIS ABSTRACT COMPANY



BOOK 500 PAGE 551

ATTACHMENT 5
MERRIGAN
MARYVILLE, MISSOURI

The following tract of land located in the Southeast Quarter of Section Sixteen (16), Township Sixty-four (64) North, Range Thirty-five (35) West of the Fifth Principal Meridian described as follows:
From a point which is the common section corner to Sections 15, 16, 21 and 22, Township 64 North, Range 35 West of the 5th Principal Meridian, thence S. 89° 31' W. a distance of 686.00 feet along common line between Sections 16 and 21; thence North 0° 57' E. a distance of 40.05 feet to a 1 inch iron stake, which is the place of beginning. Thence S. 89° 43' W. a distance of 1241.54 feet to a car axle which is located 44.75 feet north of the common line between Sections 16 and 21; thence, N. 1° 06' E. a distance of 500.00 feet to a 1" iron stake; thence N. 84° 56' W. a distance of 704.50 feet to a 1 inch iron stake which is approximately 50 feet East of the quarter section line of Section 16. Thence N. 0° 29' E. and parallel to said quarter section line of Section 16 a distance of 1033.65 feet to a 1" I.P.; thence N. 89° 31' E. a distance of approximately 2012.1 feet to a 1" iron stake; thence S. 0° 57' W. a distance of 367.53 feet to a 1" iron stake; thence due West a distance of 60.00 feet to a 1" iron stake; thence S. 0° 57' W. a distance of 1241.27 feet to the place of beginning, containing an acreage of 63.57 acres, more or less, said tract being located in the Southeast Quarter of Section 16, Township 64 North, Range 35 West. A plat of such is attached.

SUPPLEMENTAL
ABSTRACT OF TITLE

to

Tract No. 1.

From a point which is the common section corner to Sections Fifteen (15), Sixteen (16), Twenty-one (21) and Twenty-two (22), Township Sixty-four (64), Range Thirty-five (35), thence South $89^{\circ} 31'$ West a distance of Six hundred Eighty-six (686) feet along common line between Sections 16 and 21; thence North $0^{\circ} 57'$ East a distance of Forty and Five hundredths (40.05) feet to a One (1) inch iron stake, which is the place of beginning. Thence South $89^{\circ} 43'$ West a distance of Twelve hundred Forty-one and Fifty-four hundredths (1241.54) feet to a car axle which is located Forty-four and Seventy-five hundredths (44.75) feet North of the common line between Sections 16 and 21; thence North $1^{\circ} 06'$ East a distance of Five hundred (500) feet to a One (1) inch iron stake; thence North $84^{\circ} 56'$ West a distance of Seven hundred Four and Fifty hundredths (704.50) feet to a One (1) inch iron stake which is approximately Fifty (50) feet East of the quarter section line of Section Sixteen (16); thence North $0^{\circ} 29'$ East and parallel to said quarter section line of Section Sixteen (16) a distance of One thousand Thirty-three and Sixty-five hundredths (1033.65) feet to a 1" IP; thence North $89^{\circ} 31'$ East a distance of approximately Two thousand Twelve (2012.1) feet to a one (1) inch iron stake; thence South $0^{\circ} 57'$ West Three hundred Sixty-seven and Fifty-three hundredths (367.53) feet to a One (1) inch iron stake; thence due West a distance of Sixty (60) feet to a One (1) inch iron stake; thence South $0^{\circ} 57'$ West a distance of Twelve hundred Forty-one and Twenty-seven hundredths (1241.27) feet to the place of beginning, containing an acreage of 63.57 acres, more or less, said tract being located in the Southeast Quarter of Section 16, Township 64, Range 35, Modaway County, Missouri, since Feb. 2, 1961 at 9:30 A.M.

and

Tract No. 2.

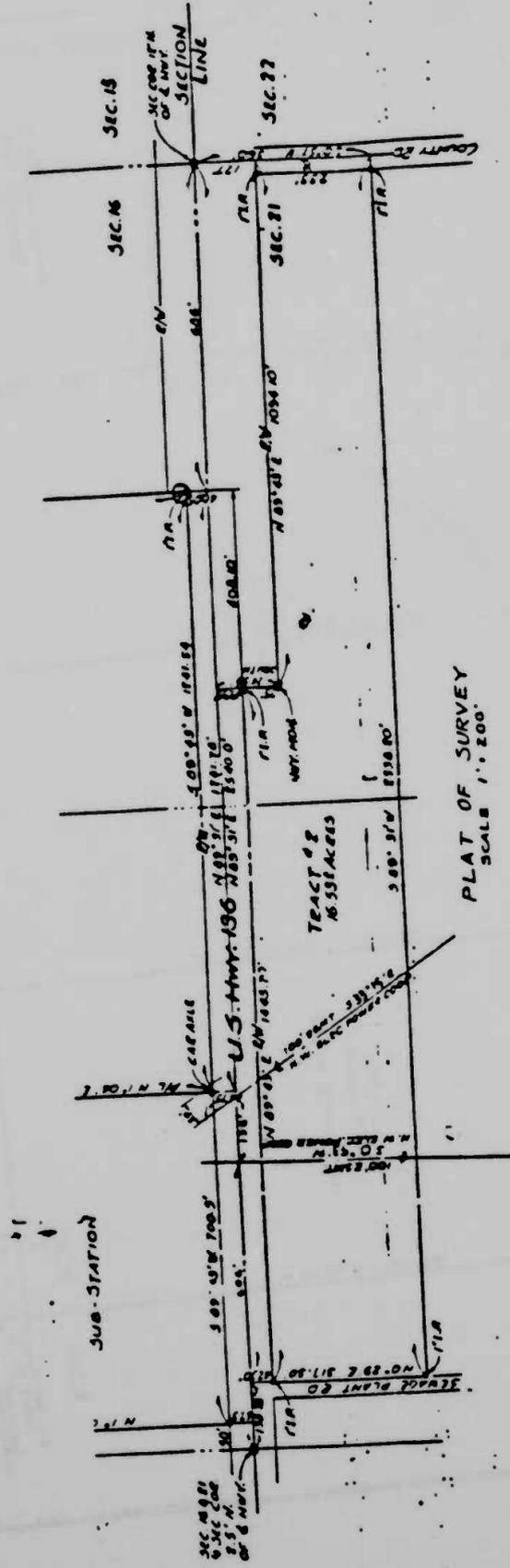
From a point located at the common section corner to Sections Fifteen (15), Sixteen (16), Twenty-one (21), and Twenty-two (22), Township Sixty-four (64), Range Thirty-five (35) and running thence with the common line between Sections 21 and 22 and also with the center-line of the County Road South $0^{\circ} 57'$ West a distance of One hundred Twenty-seven (127) feet to a point in said common section line which is the place of beginning. Thence continuing on said common section line South $0^{\circ} 57'$ West a distance of Two hundred and Thirty-three (233) feet; thence running with a line parallel to the North line of Section 21 South $89^{\circ} 31'$ West a distance of Two thousand Five hundred Thirty-eight and Twenty hundredths (2538.20) to a One (1) inch iron stake located in the Easterly right-of-way line of the Sewage Plant Road; thence running with the said Easterly line of said

(continued)

ATTACHMENT 5

Sewage Plant Road North $0^{\circ} 29'$ East a distance of Three hundred Seventeen and Thirty hundredths (317.30) feet to a One (1) inch iron stake which is Forty-two and Seventy hundredths (42.70) feet South of the common line between Sections 16 and 21; thence North $89^{\circ} 43'$ East a distance of Fourteen hundred Forty-five and Seventy hundredths (1445.70) feet to a One (1) inch iron stake located Forty-nine and Ninety-five hundredths (49.95) feet South of said common section line; thence due South a distance of Seventy-five (75) feet to a highway monument; thence North $89^{\circ} 43'$ East a distance of One thousand Ninety-four and ten hundredths (1094.10) feet to the place of beginning, containing an acreage of 16.53 acres, more or less, said tract being located in the Northeast Quarter of Section 21, Township 64, Range 35, Nodaway County, Missouri, since March 15, 1941 at 9:30 A.M.

* * * * *



TRACT NO. 21

From a point located in the common section corner to Sections 15, 16, 21 and 22 of Township 64 North, Range 33 West of the 5th Principal Meridian and running thence with the common line between Sections 21 and 22 and also with the subdivision of the County Road S. 8° 37' W. a distance of 127.00 feet to a point in said common section line South 8° 37' W. a distance of 233.00 feet thence running with a line parallel to the north line of Section 21 S. 89° 31' W. a distance of 2538.70 feet to a 1" iron stake located in the easterly right-of-way line of the Savage Road thence running with the said easterly line of said Savage Road South N. 8° 19' E. a distance of 317.30 feet to a 1" iron stake which is 42.70 feet South of the common line between Sections 16 and 21, thence North 89° 43' East a distance of 1445.70 feet to a 1" iron stake located 49.25 feet South of said common section line, thence due South a distance of 75.00 feet to a highway monument thence North 89° 43' East a distance of 1094.10 feet to the place of beginning, embracing an acreage of 16.53 acres, more or less, said tract being located in the Northeast Quarter of Section 21, Township 64 North, Range 33 West.

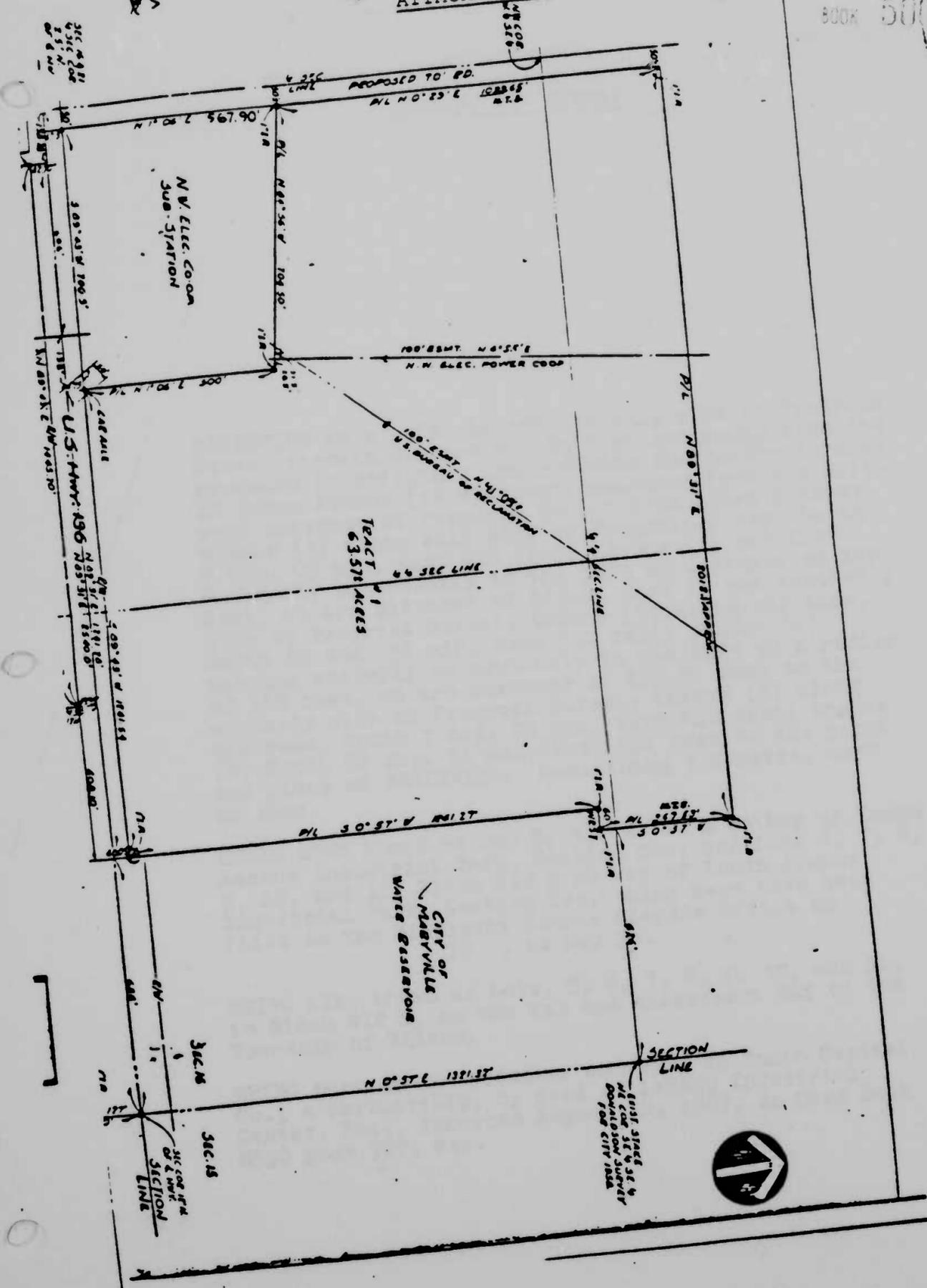
TRACT NO. 11

From a point which is the common section corner to Sections 15, 16, 21 and 22, Township 64 North, Range 33 West of the 5th Principal Meridian, thence S. 89° 31' W. a distance of 686.00 feet along common line between Sections 16 and 21, thence North 89° 37' E. a distance of 48.83 feet to a 1" iron stake, which is the place of beginning, thence S. 89° 43' W. a distance of 1241.54 feet to a 1" iron stake which is located 44.75 feet north of the common line between Sections 16 and 21, thence N. 1° 08' E. a distance of 500.00 feet to a 1" iron stake thence N. 89° 54' W. a distance of 704.50 feet to a 1" iron stake which is approximately 38 feet East of the quarter section line of Section 16, thence N. 8° 29' E. and parallel to said quarter section line of Section 16 a distance of 1033.65 feet to a point (P1) thence N. 89° 31' E. a distance of approximately 2012 feet to a 1" iron stake thence S. 89° 37' W. a distance of 367.53 feet to a 1" iron stake thence due West a distance of 60.00 feet to a 1" iron stake thence S. 89° 37' W. a distance of 1241.27 feet to the place of beginning, embracing an acreage of 16.53 acres, more or less, said tract being located in the Southeast Quarter of Section 16, Township 64 North, Range 33 West.

Done this 30th day of September, 1907.
 By: *Martin H. Bird*
 Martin H. Bird
 Notary County Surveyor
 Reg. No. 13-192

ATTACHMENT 5

BOOK 500 PAGE 505



ATTACHMENT 6
INMAN CAPITAL CO.
EDISON, NEW JERSEY

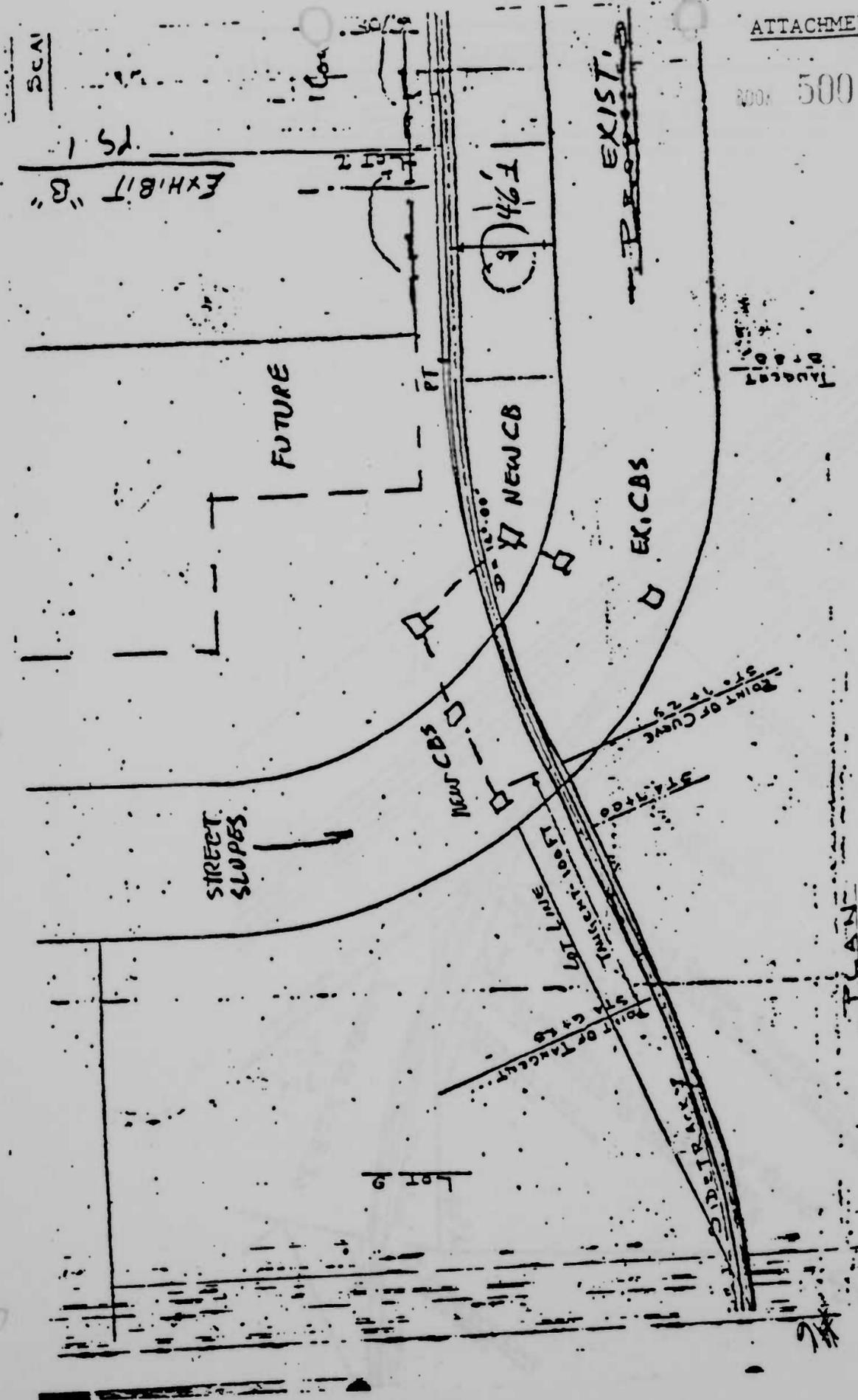
BOOK 500 PAGE 500

BEGINNING at a point in the westerly side of Progress Street therein distant 617.61 feet northerly from the produced intersection thereof with the northerly side of Inman Avenue (as widened), measured from the easterly entrance of Progress Street from Inman Avenue; thence (1) along said side of Progress Street North 7 deg. 09 min. East 410 feet; thence (2) curving northerly to westerly to the left on a radius of 140 feet, an arc distance of 219.91 feet to the southerly side of Progress Street; thence (3) along the same, North 82 deg. 51 min. West 310 feet; thence (4) curving westerly to southerly to the left on a radius of 140 feet, an arc distance of 219.91 feet to the easterly side of Progress Street; thence (5) along the same, South 7 deg. 09 min. West 410 feet; thence (6) South 82 deg. 51 min. East 590 feet to the point and place of BEGINNING. Containing 7.2 acres, more or less.

BEING also known as Lot 5, Block 412 B on Map of Inman Avenue Industrial Park, Section One; and Lots 6, 7, 8, 9, 10, and 11, Block 412 B on Map of Inman Avenue Industrial Park, Section Two, which maps have been filed in the Middlesex County Clerk's Office on , 19 , as Map No. .

BEING also known as Lots, 5, 6, 7, 8, 9, 10, and 11, in Block 412 B, on the Tax and Assessment Map of the Township of Edison.

BEING part of the premises conveyed to Inman Capital Co., a partnership, by deed of Lehigh Industrial Center, Inc., recorded August 16, 1967, in Deed Book 2590 page 727, etc.



SCALE

EXHIBIT "B"

FUTURE

NEW CB

EXIST. PAVEMENT

EXC. CAS

STREET SLOPES

LOT 9

TANGENT-100 FT

POINT OF CURVE

STATION

TANGENT-100 FT

POINT OF TANGENT

POINT OF CURVE

STATION

PLAN

*6

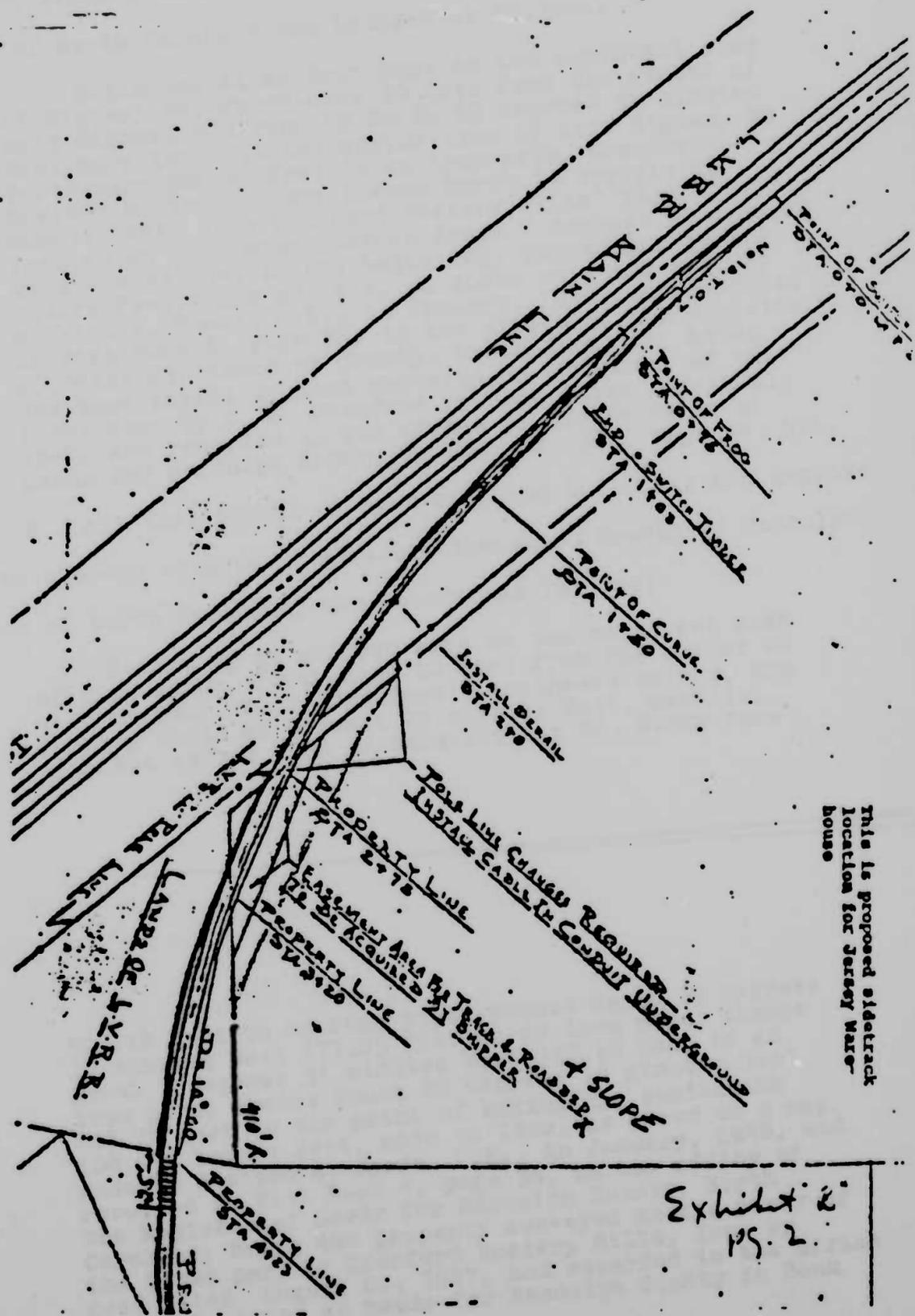


Exhibit 2
pg. 2.

ATTACHMENT 7
CRANFORD HOSIERY MILLS
ASHEBORO, N. CAROLINA

BOOK 500 PAGE 500

1. A parcel of land with the buildings and improvements thereon situate in Asheboro Township in said County of Randolph, State of North Carolina and bounded as follows:

Beginning at an iron pipe on the northwest side of Highway No. Forty-nine 30 feet from the center of said highway and running North 65 degrees 20 minutes East parallel with the center line of said Highway No. Forty-nine 286.51 feet to an iron pipe, Cranford Hosiery Mills' corner; thence North 29 degrees 18 minutes West with Cranford Hosiery Mills' line 404.70 feet to an iron pipe; thence South 7 degrees 34 minutes West 476.92 feet to the beginning, containing 57,972 square feet, more or less, as shown on a map made by Richard H. Moore, C.E., in January, 1946, and recorded in Plat Book 4, page 38, in the office of the Register of Deeds for Randolph County, North Carolina; being the same parcel of land conveyed to the party of the first part by C. C. Cranford by deed dated August 21, 1947, and recorded in the office of the Register of Deeds for Randolph County in Book No. 387, Page No. 576.

2. All that parcel of land with the buildings and improvements thereon situate in Asheboro Township, County of Randolph, State of North Carolina, and bounded as follows:

Beginning at an iron pipe on the northwest side of Highway No. Forty-nine 30 feet from the center of said highway, C. C. Cranford's southeast corner, and running North 62 degrees 25 minutes East, parallel with the center line of said Highway No. Forty-nine

200.14 feet to an iron pipe; thence North 29 degrees 18 minutes West 677.05 feet to an iron pipe; thence South 7 degrees 34 minutes West 333.16 feet to an iron pipe; thence South 29 degrees 18 minutes East 404.70 feet to the point of beginning, containing 108,249 square feet, more or less, as shown on a map made by Richard H. Moore, C.E., in January, 1946, and recorded in Plat Book 4, page 38, in the office of the Register of Deeds for Randolph County, North Carolina; being the property conveyed to the party of the first part by Cranford Hosiery Mills, Inc. by deed dated August 21, 1947, and recorded in the office of the Register of Deeds for Randolph County in Book No. 387, Page 575.

ATTACHMENT 8
R. GLEN KEYES, TRUSTEE
ASHEBORO TOWNSHIP, N. C.

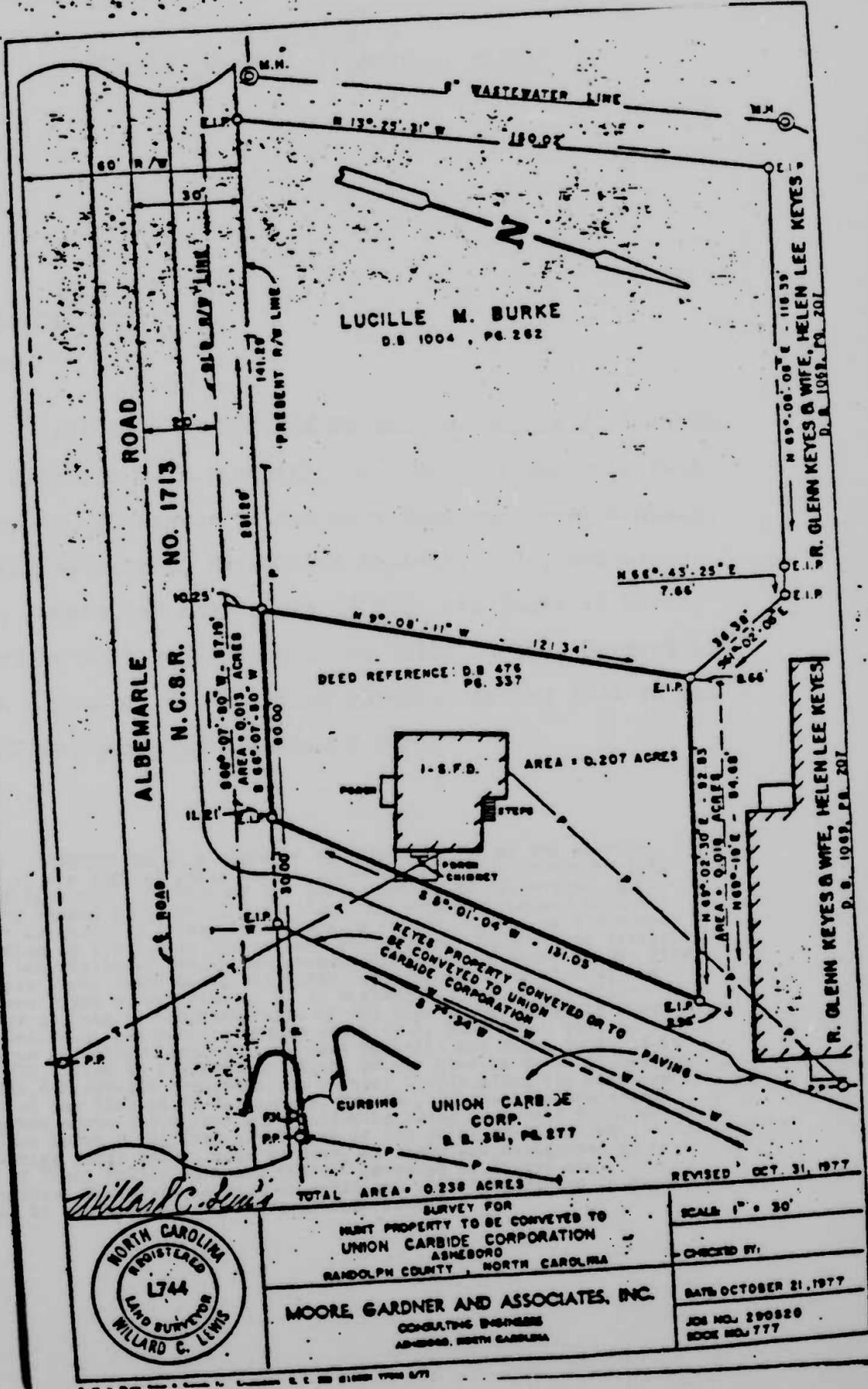
BOOK 500 PAGE 600

BEGINNING at an iron pipe in the Northern right-of-way line of N. C. Secondary Road No. 1713 (also known as Albermarle Road and formerly being N. C. Highway 49) located 30.00 feet from the center line of the said highway, at a point 30.00 feet from an iron pipe, the Southwest corner of lands now owned by Union Carbide Corporation as described in Deed Book 351, Page 277, Randolph County Registry; from the point of beginning, thence running North $5^{\circ}-01'-04''$ East 140.00 feet to a stake for a corner; thence running South $69^{\circ}-18'$ West 94.68 feet to a stake for a corner; thence running South $9^{\circ}-08'-11''$ East 130.00 feet to an iron pipe located in the Northern right-of-way line of said N. C. State Road No. 1713 for a corner; thence running North $68^{\circ}-07'-50''$ East along the said Northern right-of-way line 60.00 feet to an iron pipe for a corner, the point of beginning; said area containing 0.225 acres, more or less, as shown on print entitled, "Hunt Property to be Conveyed to Union Carbide Corporation, Asheboro, Randolph County, North Carolina" dated October 21, 1977, prepared by Moore, Gardner & Associates, Inc., Consultant Engineers (Job 290520; Book 777), Asheboro, North Carolina, attached hereto and made a part hereof.

Together with a perpetual right and easement in and to the use of the 15 foot alleyway situate immediately east of said land for ingress and egress to and from the lands hereinabove described.

8004 300 12501

#8.



BOOK 500 PAGE 602

ATTACHMENT 9
MOLLIE EDWARDS, (BARNHILL) PARCEL

STATE OF NORTH CAROLINA
COUNTY OF PITT

THIS DEED OF CONVEYANCE made by Mollie S. Edwards Barnhill and husband, C. H. Barnhill, Jr., and the Wachovia Bank and Trust Company, Successor to Guaranty Bank and Trust Company, Guardian of the Estates of Henry Clay Edwards, III., and Leroy Hugh Edwards, Minors, of the County of Pitt and State of North Carolina, parties of the first part, to Union Carbide Corporation, a corporation organized and existing pursuant to the laws of the State of New York, party of the second part;

"BEGINNING at a stake at the intersection of the western right of way line of Evans Street Extension with the northern right of way line of U. S. Highway No. 264, (Greenville Boulevard), and running thence North 16-30 East along the western boundary of Evans Street Extension 232 feet to a stake, a corner; thence in a westerly direction to a point in the eastern right of way line of the Atlantic Coast Line Railroad, which when measured along said right of way line, measures North 12-08 East 1,015.7 feet from the intersection of the northern right of way line of U. S. Highway No. 264, (Greenville Boulevard), and the eastern right of way line of the Atlantic Coast Line Railroad, and running thence South 73-31 East 107.4 feet to a hedgerow and ditch; thence along said hedgerow and ditch South 16-44 West 990.7 feet to the Northern Right of way Line of U. S. Highway No. 264, (Greenville Boulevard), a corner; thence along the northern right of way line of U. S. Highway, No. 264, (Greenville Boulevard) along the curve 719.6 feet and continuing along with said right of way line North 50-54 East 425.8 feet to the point of BEGINNING, containing 10.52 acres, more or less, as shown and designated as part of Tract No. 1, on a map thereof prepared by Rivers and Associates, Engineers, a copy of which map will be recorded in the office of the Register of Deeds of Pitt County."

ATTACHMENT 9BOOK L 31 PAGE 368
STATE OF NORTH CAROLINA

COUNTY OF PITT

THIS DEED OF CONVEYANCE, Made this the 5th day of ~~October~~, 1933, by Ralph P. Hardee and wife, Mary B. Hardee, of the County of Pitt and State of North Carolina, parties of the first part, to Union Carbide Corporation, a corporation organized and existing pursuant to the laws of the State of New York, party of the second part ;

"That certain parcel of land situate, lying and being on the northeast corner of the intersection of the Atlantic Coast Line Railroad right of way and U. S. Highway No. 264, also known as Greenville Boulevard, just south of the City of Greenville, North Carolina, and BEGINNING at the point where the eastern right of way line of the said Railroad intersects the north line of U. S. Highway No. 264, as shown on a map hereinafter referred to, and running thence North 12-08 East with the east line of the Railroad right of way 1,015.7 feet to a corner; thence South 73-31 East 107.4 feet to a corner at a hedgecrow and ditch; thence South 16-44 West 990.7 feet to the north right of way line of U. S. Highway No. 264, aforesaid; thence South 64-39 West with the north line of U. S. Highway No. 264, right of way 33.6 feet to the beginning, and containing 1.48 acres, more or less, as shown on and designated as a part of Tract No. 1, on a map prepared by Rivers and Associates, Engineers, a copy of which map will be recorded in the office of the Register of Deeds of Pitt County."

BOOK 500 PAGE 601

ATTACHMENT 9

BOOK L31 PAGE 374
STATE OF NORTH CAROLINA
COUNTY OF PITT

THIS DEED OF CONVEYANCE, Made this the 21st day of December, 1959, by Woodrow W. Haddock and wife, Dianne Haddock, of the County of Pitt and State of North Carolina, parties of the first part, to Ralph P. Hardee, of said County and State, party of the second part;

"That certain parcel of land situate, lying and being on the northeast corner of the intersection of the Atlantic Coast Line Railroad right of way and U. S. Highway No. 264, also known as Greenville Boulevard, just south of the City of Greenville, North Carolina, and BEGINNING at a point where the eastern right of way line of the said Railroad intersects the north line of U. S. Highway No. 264, as shown on a map hereinafter referred to, and running thence North 12-08 East with the east line of the railroad right of way 1,015.7 feet to a corner; thence South 73-11 East 107.4 feet to a corner at a hedgerow and ditch; thence South 15-44 West 990.7 feet to the north right of way line of U. S. Highway No. 264, aforesaid; thence South 64-30 West with the north line of U. S. Highway No. 264, right of way 33.6 feet to the BEGINNING, and containing 1.42 acres, more or less, as shown and designated as a part of Tract No. 1, on a map prepared by Rivers and Associates, Engineers, a copy of which will be recorded in the office of the Register of Deeds of Pitt County."

BOOK 500 PAGE 605

ATTACHMENT 9

THIS DEED, Made this the 1st day of December, 1970,
by David A. Evans and wife, Myrtis H. Evans, and S. Reynolds May and
wife, Doris G. May, of the County of Pitt and State of North Carolina, part-
ies of the first part, to Union Carbide Corporation, a corporation created,
organized and existing under and by virtue of the laws of the State of New
York, party of the second part.

Lying and being situated in Greenville Township, Pitt County, North Carolina.
FIRST PARCEL: - BEGINNING at a concrete monument in the westerly right of way line
of Evans Street Extension, also known as Pitt County Road No. 1702, located at
the Northeastly corner of that certain tract of land containing 10 Acres here-
before conveyed by Deeds from Mollis S. Edwards Barnhill, et al, to Union Carbide
Corporation, dated December 18, 1962, and recorded in the Pitt County Registry in
Book N33 at Page 194 and Book N33 at page 200; thence leaving said beginning point
and running with the Northerly line as described in said Deeds to Union Carbide
Corporation North 77-04 West a distance of 848.12 feet to a concrete monument
located at the Northwestly corner of said 10-acre tract and also being located
in the Easterly right of way of the Seaboard Coast Line Railroad (formerly
Atlantic Coast Line Railroad); thence leaving the lands presently owned by said
Union Carbide Corporation and running with said Easterly right of way line of
said railroad North 12-09 East a distance of 533.23 feet to a concrete monument
located at the common corner to the tract of land hereby described and the tract
of land presently owned by White and Savage; thence leaving said railroad right
of way line and running with the common divisionline between said tracts, North
08-05 East passing an iron nail on ditch bank at 399.24 feet and continuing on in
the same straight line in all a distance of 408.16 feet to a stake in the corner
of the ditch; thence running with the center line of said ditch with its corners
with ten (10) courses and distances South 23-35 East 14.60 feet to a stake; thence
South 39-50 East 61.44 feet to a stake; thence South 49-26 East 55.70 feet to a
stake; thence South 39-30 East 41.48 feet to a stake; thence South 31-38 East
150.24 feet to a stake; thence South 46-49 East 113.63 feet to a stake; thence
South 65-45 Min. West 63.78 feet to a stake in the center of said ditch; thence
South 32-38 East 69.67 feet to a stake; thence South 0-57 East 67.77 feet to a
stake; thence South 19-01 East 46.21 feet to a stake in the Westerly line of
Evans Street Extension; thence leaving said ditch and running with said westerly
line of said Evans Street Extension South 16-30 West a distance of 508.33 feet to
the place of beginning, containing 16.245 Acres, more or less.
SECOND PARCEL: - BEGINNING at a stake in the westerly line of Evans Street
Extension, (also known as Pitt County Road No. 1702), at its intersection with a
ditch located at the most southerly corner of Lot No. 11 of Block "B" of Sharwood
Acres Subdivision, as shown on the map of said subdivision recorded in said Pitt
County Registry in Map Book 7 at page 32, said beginning point also being located
at the fourteenth corner of First Parcel hereinbefore described, and running
thence from said beginning corner with three lines of said First Parcel reversed
North 19-01 West 46.21 feet to a stake in said ditch; thence running North 0-57
West 67.77 feet to a stake in said ditch; thence running North 32-35 West 69.67
feet to a stake in the center of said ditch located at a common rear corner to
Lots Nos. 9 and 11 of said Block "B" and also being a corner to First Parcel, as
described hereinbefore; thence leaving said First Parcel and running with the
common division line between said Lots Nos. 9 and 11, North 16-30 East a distance
of 15.75 feet to a concrete monument in said ditch located at the common rear corner
to Lots Nos. 10 and 11 of said Block "B"; thence leaving said Lot No. 9 and running
with the common division line between said Lots Nos. 10 and 11, South 73-30 East
a distance of 100.00 feet to a concrete monument in the westerly line of Evans
Street Extension located at the common front corner to said Lots Nos. 10 and 11 of
said Block "B"; thence running with the westerly line of said Evans Street Extension
and also with the front line of said Lot No. 11, South 16-30 West a distance of
163.28 feet to the place of beginning, containing 0.178 acre, more or less, and
being all of Lot No. 11 of Block "B" of Sharwood Acres Subdivision.

FIRST PARCEL AND SECOND PARCEL form an adjoining and contiguous boundary of land
containing 16.424 acres, more or less, according to a survey made on the ground by
Rivers and Associates, Inc. of Greenville, N. C., C. E., and a map prepared there-
from titled, "Map Showing Tract of Land Containing 16.424 Acres, Located in Green-
ville Township, Pitt County, N. C. Presently Owned by David A. Evans, et al, to be
conveyed to Union Carbide Corporation, dated November 10, 1970, revised November
30, 1970, which map is made a part of the description herein, and which map is of
record in Map Book 20 at page 89 of the Pitt County Registry, N. C.
The SECOND PARCEL above described only is subject to Restrictive Covenants re-
corded in Book 228 at page 475 of the Pitt County Registry, N. C.

ATTACHMENT 10
RANDOLPH COUNTY
NORTH CAROLINA

BOOK 500 PAGE 605

Division: Battery Products Division

Grantee: Union Carbide Corporation

Grantor: County of Randolph, North Carolina

Date of Deed: December 14, 1983

Location: RANDOLPH COUNTY, NORTH CAROLINA

Acres: 32

Beginning at an iron pipe at the southern terminus of the eforese^d easement, said iron pipe being located the following courses and distances from the original Southwest corner of the County of Randolph Land Fill, said Southwest corner also being the common corner of Harvey Lee York, Golda M. Wicker, and James Moody: North 3 degrees 09 minutes 53 seconds East 106.87 feet to an iron pipe, North 3 degrees 52 minutes East 200.14 feet to an iron pipe, South 86 degrees 08 minutes East 25 feet to an iron pipe, the beginning corner; thence from the beginning corner the following courses and distances: South 86 degrees 08 minutes East 402.06 feet to an iron pipe; South 3 degrees 54 minutes 00 seconds West 515.95 feet to an iron pipe; thence North 84 degrees 54 minutes 08 seconds West 199.24 feet to an iron pipe; thence North 84 degrees 56 minutes 33 seconds West 224.04 feet to an iron pipe; James Moody, Golda M. Wicker, and Harvey Lee York's common corner; thence with York's line North 3 degrees 09 minutes 53 seconds East 106.87 feet to an iron pipe; thence North 3 degrees 52 minutes East 200.14 feet to an iron pipe; thence South 86 degrees 08 minutes East 25 feet to the beginning, and containing 5 acres more or less.

The above description was drawn according to a survey and plot of said property prepared by Moore, Gardner and Associates, Inc., dated August 26, 1983, and designated as Job No. 2526-007.

Together with a perpetual easement for ingress, egress, and regress 15 feet each side of the following described land:

BEGINNING at a point in the center of N. C. Secondary Road No. 2267, said beginning point being located the following courses and distances from the original Southwest corner of the County of Randolph Land Fill, said Southwest corner also being a common corner with Harvey Lee York, Golda M. Wicker and James Moody: North 3 degrees 09 minutes 53 seconds East 106.87 feet to an iron pipe, North 3 degrees 52 minutes East 200.14 feet to an iron pipe, North 3 degrees 35 minutes 40 seconds East 20.17 feet to an iron pipe, North 3 degrees 42 minutes 39 seconds East 224.28 feet to an iron pipe, North 3 degrees 44 minutes 00 seconds East 229.64 feet to an iron pipe, North 3 degrees 39 minutes 37 seconds East 299.81 feet to an iron pipe, South 87 degrees 31 minutes 13 seconds East 224.65 feet to an iron pipe, North 3 degrees 58 minutes 47 seconds East 250.67 feet to the beginning corner; thence from the beginning corner North 55 degrees 40 minutes 44 seconds East 611.80 feet to a point; thence with a curve in an Easterly direction (said curve having an angle of 110 degrees 45 minutes 31 seconds, a tangent of 50 feet, a radius of 34.52 feet a length of 66.73 feet and a chord of South 68 degrees 56 minutes 31 seconds East 36.82 feet) to a point; thence continuing with a curve in a Southerly direction (said curve having an angle of 26 degrees 42 minutes 26 seconds, a tangent of 84.14 feet,

a radius of 354.46 feet, a length of 165.22 feet and a chord of South 6 degrees 12 minutes 32 seconds East 163.73 feet) to a point; thence South 13 degrees 08 minutes 41 seconds West 381.76 feet to a point; thence North 76 degrees 24 minutes 04 seconds West 60.15 feet to a point; thence with a curve in a Westerly direction (said curve having an angle of 42 degrees 31 minutes 36 seconds, a tangent of 50 feet a radius of 128.49 feet a length of 95.37 feet and a chord of South 82 degrees 20 minutes 08 seconds West 93.19 feet and an arc of 95.37 feet) to a point; thence South 61 degrees 04 minutes 20 seconds West 585.19 feet to a point; thence with a curve in a Southerly direction (said curve having an angle of 37 degrees 22 minutes 37 seconds, a tangent of 50 feet a radius of 91.36 feet a length of 91.50 feet, a chord of South 32 degrees 22 minutes 32 seconds West 87.72 feet and an arc of 91.50 feet) to a point; thence South 3 degrees 41 minutes 23 seconds West 698.98 feet.

ATTACHMENT 11
BURKE
ASHEBOPO, NORTH CAROLINA

BOOK 500 PAGE 607

581

5700

Tax Lot No. Parcel Identifier No.
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to _____

This instrument was prepared by Moser, Ogburn & Neely, P. A.
Brief description for the index _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 9th day of December, 1980, by and between

GRANTOR	GRANTEE
Lucille Miller Burke (unmarried)	Union Carbide Corporation

*Note in appropriate blank for each party: name, address, and, if appropriate, character of party, e.g. corporation or partnership

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____ Township, _____ County, North Carolina and more particularly described as follows:

Parcel No. 1

BEGINNING at an iron pipe in the Northerly right-of-way line of the 60.0 foot wide North Carolina Secondary Road No. 1713 (also known as Albemarle Road and formerly being North Carolina Highway 49) located 30.00 feet Northwardly from and at a right angle to the centerline of the said road, said iron pipe being located in the Westerly line of the Union Carbide Corporation land acquired from R. Glen Keyes by deed dated November 7, 1977, as recorded in Book 1094, Page 962 in the Randolph County Registry; from the Point of Beginning, thence along the common line with Carbide North 09°-08'-11" West 121.34 feet to an iron pipe, said pipe being a corner in Carbide's property acquired from R. Glen Keyes, et al, by deed dated November 23, 1977, as recorded in Deed Book 1095, Page 419 in the Randolph County Registry; thence continuing along the common line with Carbide North 61°-02'-05" West 36.38 feet to an existing iron pipe, a corner in the said Carbide deed; thence continuing along the common line with Carbide South 66°-43'-25" West 7.66 feet to an iron pipe, a corner in the said Carbide deed; thence South 69°-08'-05" West 115.39 feet to an existing iron pipe located in the common line with C. R. Callicut, et al, (deed dated April 5, 1974, as recorded in Book 1066, Page 81 of the Randolph County Registry); thence along the said common line with Callicut

N.C. Deed Form 1-70-74 1977

ATTACHMENT 11

South $13^{\circ}-25'-28''$ East 149.97 feet to an existing iron pipe in the Northerly right-of-way line of the said North Carolina Secondary Road No. 1713, said iron pipe being located 30.00 feet Northwardly from and at a right angle to the centerline of the said road; thence continuing South $13^{\circ}-25'-28''$ East, a distance of 10.11 feet to a stake in the old Northerly right-of-way line of said North Carolina Secondary Road No. 1713; thence along the said old Northerly right-of-way line North $68^{\circ}-07'-50''$ East 140.52 feet to a stake; thence leaving the said old Northerly right-of-way line North $09^{\circ}-08'-11''$ West 10.25 feet to an existing iron pipe, the said Point of Beginning; said area contains a total of 0.519 acres of which 0.032 acres is located within the existing right-of-way of the said North Carolina Secondary Road No. 1713, as shown on drawing dated July 1980 entitled "Burke Property to be Conveyed to Union Carbide Corporation", prepared by Moore Gardner and Associates, Inc., Consultant Engineers (Job No. 290733, Book 1133), Asheboro, North Carolina.

Parcel No. 2

COMMENCING at an iron pipe in the Northerly right-of-way line of the 60.0 foot wide North Carolina Secondary Road No. 1713, said iron pipe being a common corner between land owned by C. R. Callicutt, et al, by deed dated April 5, 1974, as recorded in Deed Book 1066, Page 81 of the Randolph County Registry, and land owned by Lucille Miller Burke by deed dated March 20, 1970 as recorded in Deed Book 1004, Page 282 of the Randolph County Registry, said iron pipe also being located 30.00 feet Northwardly from and at a right angle to the centerline of said North Carolina Secondary Road No. 1713; thence along the said common line between Callicutt and Burke North $13^{\circ}-25'-28''$ West 174.60 feet to an iron pipe located in the South line of Union Carbide Corporation land acquired from Bingham Land Company by deed dated March 9, 1978 as recorded in Deed Book 1099, Page 68 of the Randolph County Registry, said iron pipe being the TRUE POINT OF BEGINNING; thence along the said South line of Carbide South $82^{\circ}-03'-37''$ East 15.07 feet to an iron pipe, a corner in the said Carbide deed, said iron pipe also being the Southwesterly corner of Carbide's land acquired from R. Glen Keyes, et al, by deed dated November 23, 1977, as recorded in Deed Book 1055, Page 419 in the Randolph County Registry; thence continuing along the said South line of Carbide North $73^{\circ}-12'-00''$ East 100.55 feet to an iron pipe, located in the North line of the said Lucille Miller Burke land; thence along the said North line of Burke South $69^{\circ}-08'-05''$ West 115.39 feet to an existing iron pipe in the East line of said C. R. Callicutt, et al; thence along the said East line of Callicutt North $13^{\circ}-25'-28''$ West 14.52 feet to an iron pipe, the True Point of Beginning; said area contains 0.012 acres and is shown on drawing dated July 1980 entitled, "Burke Property to be Conveyed to Union Carbide Corporation", prepared by Moore Gardner and Associates, Inc., Consultant Engineers (Job No. 290733, Book 1133), Asheboro, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in

See Book 1004, page 222, 1004, page 150, Book 428, page 595 and Book 428, page 588,
Randolph County Public Registry

A map showing the above described property is recorded in Plat Book _____ page _____

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By:
.....
President

ATTEST:
.....
.....
Secretary (Corporate Seal)

.....
(Corporate Name)

By:
.....
President

ATTEST:
.....
.....
Secretary (Corporate Seal)

USE BLACK INK ONLY

James Miller Runkel (SEAL)

..... (SEAL)

ATTACHMENT 12
NEWPORT NEWS
VIRGINIA

BOOK 500 PAGE 611

Circled Items From Index Are Attached

INDEX

BATTERY Prod
~~CONSUMER PROD.~~

VIRGINIA NEWPORT NEWS ~~UNION ORE CORP.~~ DEEDS, etc.

1. Deed dated 5-6-1955 from Western Pocahontas Corp. to Union Ore Corp. conveying 331.74 acres.
 - 1a. Policy of Title Insurance No. 2 14-256 executed as of 5-12-55
 - 1b. Copy of letter dated 4-12-55 to City Council of City of Warwick
 - 1c. Copy of letter dated 4-12-55 to The Trustees of the Mariners' Museum, Warwick, Va.
 - 1d. Copies of letters dated 4-28-55 to Trustees of Mariners' Museum and to City Council of City of Warwick, confirming that Mr. T.H. Meek has authority to sign letters addressed to each of those bodies.
2. Warranty Deed dated 7-5-1955 from J. W. Jones and Mildred A. Jones to Union Ore Corp. conveying 18.64 acres.
 - 2a. Quit Claim Deed dated 7-15-1955 from J. W. Jones and Mildred A. Jones to Union Ore Corp.
 - 2b. Title Insurance Policy No. 2 14-274 executed as of 8-5-55
 - 2c. Endorsement No. KNV-154 executed as of 10-31-55, amending above policy.
3. Copy of Deed of Bargain and Sale and Deed of Easement dated 8-27-1956 from Union Ore Corp. to City of Warwick conveying 13.27 acres.
4. ^{Edwards} Copy of Agreement dated 3-17-59 between Union Ore Corp. and Virginia Electric and Power Co. granting easements.
 - 4a. Letter from Va. Elect. and Power Co. dated 4-19-59 Re: above
5. Power Line Easement dated 5-1-62 between Union Ore Corp. and Va. Elect. and Power Co.
6. Copy of Special Warranty Deed dated 4-30-62 between Union Ore Corp. and Joseph E. Carpenter and Forrest W. Coile, Sr. conveying 18.560 acres.
 - 6a. Certified copy of Correction Deed dated 12-7-62
 - 6b. Purchase and Sale Agreement dated 2-9-62 between Union Ore Corp. and Joseph E. Carpenter.
7. Deed of Easement dated 11-26-63 from Union Ore Corp. to City of Newport News for sanitary sewer pipe.
8. Deed and Easement dated 2-3-65 between Union Ore Corp. and City of Newport News.
9. Copy of Resolution dated 7-28-1970 whereby Union Ore Corp. is merged into UCC.
10. Copy of Special Warranty Deed dated 2-20-1974 from UCC to Herbert V. Kelly, Trustee under Land Trust designated "Muller Family Trust." conveying 4.148 acres.
 - 10a. Original Contract of Sale dated 1-23-1974 between UCC and E. W. Muller, Contractor, Inc.
 - 10b. Copy of letter of entry dated 1-29-1974.
 - 10c. Copy of Assignment dated 2-3-1974.
 - 10d. Closing Statement dated 3-15-1974.
4. Parcel A to Coates & Clark 12-20-68
12. Parcels B & C to Union Investment 11-22-68
 - 3a. Deed of Release dated April 5, 1979 between Union Carbide Corporation and the City of Newport News covering 13.27 acres.

ATTACHMENT 12

BOOK 48 PAGE 522

THIS DEED, made this sixth day of May, in the year 1955, by and between WESTERN POCAHONTAS CORPORATION, a Corporation created by and existing under the laws of the State of Virginia, having an office at Huntington, West Virginia, party of the first part, and UNION ORE CORPORATION, a Corporation created by and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia and having an office at 30 East 42nd Street, New York 17, New York, party of the second part.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, at and before the signing, sealing and delivery of this deed, the said party of the first part doth grant and convey, with General Warranty unto the said UNION ORE CORPORATION, the following described property, to-wit:

All that certain piece or parcel of land situate, lying and being in the City of Warwick, Virginia, containing 331.74 acres, more or less, and being designated as Tract A on that certain map entitled, "Plat Showing Survey of Property to be acquired by Union Ore Corporation Situate in the City of Warwick, Virginia" which map is dated March, 1955 and made by Vincent D. McManus, C.E., and is attached hereto and to be recorded herewith, said parcel of land being more particularly described as follows: Beginning at a point marked by an iron pipe located on the westerly right-of-way line of Virginia State Highway Route 168, which said point is distant from point of intersection of the said Route 168 and the center line of Virginia State Highway 618, 4634.10 feet, the course of said westerly right-of-way line of State Highway Route 168 from the point of intersection with State Highway Route 618 to the aforementioned iron pipe being S 26° 10' E., and from the said point of beginning thus established proceeding thence along the westerly right-of-way line of the said Route 168 S 26° 16' E. a distance of 4414.54 feet to an iron pipe; thence S 8° 59' W a distance of 476.68 feet to an iron pipe; thence S 5° 08' W a distance of 858.0 feet to an iron pipe; thence S 33° 27' E a distance of 547.80 feet to an iron pipe located on the boundary line of the sub-division known as "Deer Park Grove"; thence along the boundary line of the said sub-division S 73° 12' W a

(1)



LAW OFFICE
MURRAY, FORD, WEST
& WILKINSON
HUNTINGTON, WEST VIRGINIA

ATTACHMENT 12



LAW OFFICE
MURRAY, FORD, WEST
& WILKINSON
NEWPORT NEWS, VA.

distance of 292.70 feet to an iron pipe; thence S 15°02' E a distance of 206.30 feet to an iron pipe; thence S 12°52' E a distance of 476.50 feet to an iron pipe; thence S 36°41' E a distance of 185 feet to an iron pipe; thence S 77°00' E a distance of 123 feet to an iron pipe; thence S 86°13' E a distance of 136 feet to an iron pipe; thence S 44°44' E a distance of 152 feet to an iron pipe; thence S 42°02' E a distance of 423.30 feet to an iron pipe; thence S 14°48' E a distance of 273 feet to an iron pipe located at the point of intersection of this line which is also the line of the aforementioned subdivision with the Municipal Park, designated as "Deer Park"; thence proceeding along the line of the aforementioned park S 63°37' W a distance of 1415.30 feet to a monument located on the right-of-way line of the Chesapeake and Ohio Railway Company; thence along said right-of-way line N 26°23' W a distance of 7865.30 feet to an iron pipe; thence N. 63°37' E a distance of 2133.25 feet to the iron pipe marking the point or place of beginning. All bearings refer to the true meridian. The property herein conveyed includes all of the land heretofore conveyed to Western Pocahontas Corporation by deed dated January 3, 1955 from James T. Dealba, et ux, et als recorded in the Clerk's Office of the Circuit Court of the City of Warwick, Virginia, in Deed Book 43, page 100, by deed dated January 18, 1955 from George D. Schleiger and Ina A. Schleiger, husband and wife, recorded in the aforesaid Clerk's Office in Deed Book 43, page 172, by the deeds dated December 30, 1954 and March 11, 1955 from Martha Woodroof Hiden, Executrix and Trustee of the Estate of P. W. Hiden, deceased, recorded in the aforesaid Clerk's Office in Deed Book 42, page 115, and Deed Book 46, page 84, respectively.

EX 48 523

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining but subject to the easement granted to Virginia Public Service Company by deed dated June 22, 1927 recorded in the aforesaid Clerk's Office in Deed Book 52, at page 400, and the easement granted to Virginia Public Service Company by deed dated June 1, 1927 recorded in the aforesaid Clerk's Office in Deed Book 52, page 395, and the easement granted to The Chesapeake & Potomac Telephone Company of Virginia by deed dated July 17, 1930 recorded in the aforesaid Clerk's Office in Deed Book 58 at page 4, and the easement granted to the City of Newport News, Virginia, by deed dated October 15, 1942 of record in the aforesaid Clerk's Office in Deed Book 95, page 453 and the easement granted to United States of America by deed dated March 29, 1943 of record in the aforesaid Clerk's Office in Deed Book 96, at page 108, and the easement acquired by United States of America by order entered on May 8, 1943 and recorded in the aforesaid Clerk's Office in Deed Book 96, at page 340.

BOOK 48 PAGE 524

TO HAVE AND TO HOLD the said land unto the said UNION ORE CORPORATION, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Western Pocahontas Corporation has caused this deed to be executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, officers in that behalf first duly authorized.

WESTERN POCAHONTAS CORPORATION

BY Walter J. Tucky Its President



Its Secretary



STATE OF OHIO

County/County of CUYAHOGA, to-wit:

I, RALPH D. GRIEBLING, a notary

public in and for the State and County aforesaid, whose commission expires on the 20th day of December, 1957.

do hereby certify that WALTER J. TUCKY and T. E. KEELOP, President and Secretary, respectively, of Western Pocahontas Corporation, whose names are signed to the foregoing deed bearing date on the sixth day of May, 1955 have each acknowledged the same before me in my State and County aforesaid.

Given under my hand and notarial seal this sixth day of May, 1955.

Ralph D. Griebling
Notary Public.

RALPH D. GRIEBLING, Notary Public
My commission expires Dec. 20, 1957.

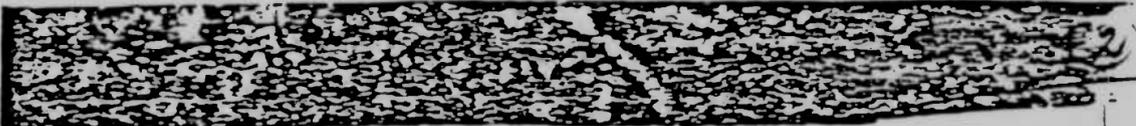
(Affix Notarial Seal)

VIRGINIA, County of Warwick, Lewis
by the Clerk's Office of the Circuit Court for the City of Warwick, on 10th day of
19 55. This Deed was presented and with the
and required amount of U. S. I. R. Stamp, amounting to \$ 203.50, amount
and recorded, administered as required at 4:50 P
Town Clerk & DAVID HAZUE, Jr. Clerk
By David H. Hazue R. C.

LAW OFFICE
MURRAY, FORD, WEST
& WILKINSON
COLUMBIANA, MISSISSIPPI

BOOK 500 PAGE 615

ATTACHMENT 12



BOOK 52 PAGE 325

THIS DEED, made this 5th day of July 1955, by and between J. L. JONES and MELBA A. JONES, his wife, parties of the first part, of the City of Newport News, Virginia, and UNION ONE CORPORATION, a corporation created and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia and having an office at 30 E. 42nd Street, New York 17, N. Y., party of the second part.

WITNESSETH: That for and in consideration of the sum of THREE THOUSANT DOLLARS (\$3,000.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of this deed, the said parties of the first part do grant and convey, with General Warranty of Title, unto the said party of the second part the following described property, to-wit:

All of that certain piece or parcel of land situate and being on the west side of Route 168 in the City of Warwick, State of Virginia, containing 18.61 acres, more or less and which said property is shown on a plat entitled, "Anna C. Han, Estate, Plat showing survey of a parcel of land situated in the City of Warwick, Virginia", survey completed October 26, 1954, revised November 9, 1954, T.F.M.H., and made by Vincent E. Holliman, and attached to that certain deed dated November 16, 1954 from The First National Bank of Newport News, Executor d.b.n. of the Estate of Anna Garbol Han to J. L. Jones and which was recorded in the Clerk's Office of the Circuit Court of the City of Warwick on November 19, 1954 and to which reference is here made as if attached hereto and which said parcel of land is particularly described as follows:

Beginning at a point on the west side of Virginia State Highway Route 168 where the westerly boundary line of the right of way of the Virginia State Highway Route 168 is intersected by the north boundary line of the Deer Park Subdivision, which point is marked by a concrete monument, thence S. 69° 31' W. a distance of 50.10 feet to a concrete monument, thence S. 73° 47' W. 172 feet to a point marked by a concrete monument, thence S. 84° 50' W. 173.97 feet to a point marked by a concrete monument, thence S. 85° 32' W. 127.55 feet to a point marked by a concrete monument, thence S. 85° 32' W. 126.26 feet to a point marked by an iron pipe, thence N. 33° 27' W. 547.80 feet to a point marked by an iron pipe, thence N. 5° 08' E. a distance of 858.00 feet to a point marked by an iron pipe, thence N. 3° 59' E. a distance of 476.68 feet to a point marked by an iron pipe on the west side of Virginia State Highway Route 168, thence S. 26° 16' E. a distance of 1877.56 feet along a line coincident with the west right of way of said Virginia State Highway Route 168 to the point or place of beginning.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

LAW OFFICES
MURRAY, FORD, WEST
& WILLIAMS
NEWPORT NEWS, VA.



ATTACHMENT 12

BOOK 500 PAGE 616

BOOK 52 PAGE 326 - 2 -

TO HAVE AND TO HOLD the said land unto the said UNION THE CARPENTERS UNION, its successors and assigns in fee simple and forever.

WITNESSE the following signatures and seals:

[Handwritten signature]
Richard A. Jones

STATE OF VIRGINIA,

City of Newport News, to-wit:

I, *Margaret E. Hall*, a Notary Public, in and for the City and State aforesaid, whose commission expires on the 17 day of July, 1957, do hereby certify that J. M. JONES and *MARSHALL A. JONES*, his wife, whose names are signed to the foregoing writing bearing date on the 5th day of July, 1955, have each acknowledged the same before me in my City and State aforesaid.

Given under my hand this 7 day of July, 1955.

Margaret E. Hall
Notary Public



VIRGINIA City of Warwick, to-wit:
In the Clerk's Office of the Circuit Court for the City of Warwick, the 12th day of July, 1955. This Deed _____ was presented and with the seal and requisite amount of U. S. L. E. Stamps amounting to \$ 22.00, amount _____ admitted to record at 1:15 P. M. _____
James GEO. B. DICKAZOR, Jr., Clerk

LAW OFFICES
MURRAY, FORD, WEST
& WILKINSON
NEWPORT NEWS, VA.

BOOK 54 PAGE 9

THIS QUIT CLAIM DEED, made this 15th day of July, 1955, by and between J. W. JONES and MELDRED A. JONES, his wife, parties of the first part, of the City of Newport News, Virginia, and UNION ORE CORPORATION, a corporation created and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia and having an office at 30 E. 42nd Street, New York 17, N. Y., party of the second part.

WHEREAS, by deed dated July 5, 1955, the parties of the first part did grant and convey unto the party of the second part certain property located in the City of Warwick, Virginia, containing in accordance with that deed 18.64 acres; and

WHEREAS, some question has arisen as to whether the proper acreage in said parcel is 18.64 acres; and

WHEREAS, further question has arisen as to whether the fifth course mentioned in the description of said property in the aforementioned deed should not have read S. 85° 22' W. instead of S. 85° 32' W. as therein mentioned; and

WHEREAS, it was the intention of the parties of the first part to grant and convey all the property encompassed in the area therein conveyed;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, said parties of the first part do hereby remise, release and forever quit claim unto the party of the second part and its assigns all their right, title and interest in and to the following described property, to-wit:

All that certain piece or parcel of land situate, lying and being in the City of Warwick, Virginia, containing 18.68 acres, and being designated as Tract B on that certain map entitled, "Plan Showing Survey of Property to be Acquired by Union Ore Corporation, Situate in the City of Warwick, Virginia", which said map is dated March 1955, and made by Vincent D. McManus, C.E., said parcel of land being more particularly described as follows:

Beginning at a point marked by an iron pipe located on the westerly right-of-way line of Virginia State Highway Route 168, which said point is distant from point of intersection of the said Route 168 and the center line of Virginia State Highway Route 618 9048.64 feet, the course of said westerly

LAW OFFICE
JONES
BLENNERMAN
WOLFE & KELLY
500 WILSON BLDG.
NEWPORT NEWS, VA.

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BOOK 500 PAGE 618

BOOK 54 PAGE 10

right-of-way line of State Highway Route 168 from the point of intersection with State Highway Route 618 to the aforementioned iron pipe being S 26° 16' E and from the said point of beginning thus established, running along the westerly right-of-way line of Route 168, S 26° 16' E, a distance of 1877.56 feet to a concrete monument located at the point of intersection of the common boundary line of the property herein described and Deer Park Subdivision with the westerly right-of-way line of State Highway Route 168; thence S 69° 31' W a distance of 50.40 feet to a concrete monument; thence S 73° 47' W a distance of 172.0 feet to a concrete monument; thence S 84° 50' W a distance of 173.97 feet to a concrete monument; thence S 85° 32' W a distance of 127.55 feet to a concrete monument; thence S 85° 22' W a distance of 126.36 feet to an iron pipe; thence N 33° 27' W a distance of 547.80 feet to an iron pipe; thence E 5° 08' E a distance of 858.0 feet to an iron pipe; thence N 3° 59' E a distance of 476.68 feet to the iron pipe marking the point or place of beginning. All bearings refer to the true meridian.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land unto the said UNION ORE CORPORATION, its successors and assigns, in fee simple and forever.

WITNESS the following signatures and seals:

J. W. Jones (S.E.)
Mildred A. Jones (S.E.)

STATE OF VIRGINIA

City of Newport News, to-wit:

I, Margaret E. Hall, a Notary Public in and for the City and State aforesaid, whose commission expires on the 14 day of July, 1957, do hereby certify that J. V. Jones and Mildred A. Jones, his wife, whose names are signed to the foregoing writing bearing date on the 15th day of July, 1955, have each acknowledged the same before me in my City and State aforesaid.

Given under my hand this 5 day of August, 1955.

Margaret E. Hall
Notary Public

VIRGINIA City of Warwick, County of ...
City Clerk's Office of the Circuit Court for the City of Warwick, No. 8th Day of August 1955. This Deed was presented with the ...
2:15 P.M.
GEO. S. DASHAZOR, JR., Clerk

LAW OFFICE
JAMES
BLACKMAN
WOLFE & KELLY
200 WILSON BLDG.
NEWPORT NEWS, VA.

George S. Dashazor, Jr.

THIS DEED OF BARGAIN AND SALE and DEED OF EASEMENT, made this 27th day of August, 1956, by and between UNION ORE CORPORATION, a corporation created and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia, and having an office at 30 East 42nd Street, New York 17, New York, party of the first part; and the CITY OF WARWICK, Virginia, party of the second part.

WITNESSETH: That for and in consideration of the sum of SIX THOUSAND THREE HUNDRED DOLLARS (\$6,300.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, at and before the signing, sealing and delivery of this deed, the said party of the first part doth grant and convey, with GENERAL WARRANTY OF TITLE, unto the said party of the second part, the following described property, to-wit:

All that certain piece or parcel of land situate, lying and being in the City of Warwick, Virginia, containing 13.27 acres and being designated as Parcel No. 2 on that certain map attached hereto and made a part hereof, entitled "Plat No. 2 showing Survey of Property to be conveyed to the City of Warwick, Virginia, by Union Ore Corporation", said parcel of land being more particularly described as follows:

Beginning at a point marked by a concrete monument located at the point of intersection of the common boundary line of the property herein described and the Municipal Park designated as "Deer Park", with the easterly right-of-way line of the Chesapeake & Ohio Railway Company, which said point is distant from U. S. Coast & Geodetic Survey Triangulation Station "Denbigh 2", Oyster Point, 14,108.80 feet, the course of said easterly right-of-way line of the Chesapeake & Ohio Railway Company from said Triangulation Station to the aforementioned concrete monument being S 25° 23' E, and from said point of beginning thus established, running along the common boundary line of the property herein described and the easterly right-of-way of the Chesapeake & Ohio Railway Company N 26° 23' W a distance of 400.0 feet to an unmarked point, thence from said unmarked point N 63° 37' E a distance of 1,432.98 feet to an unmarked point located on the westerly boundary line of the subdivision known as Deer Park Grove Subdivision, thence along the westerly boundary line of

the said subdivision S 42° 02' E a distance of 137.67 feet to an iron pipe; thence S 14° 48' E a distance of 273.0 feet to an iron pipe located at the point of intersection of the common boundary line of the property herein described and the aforementioned subdivision with the Municipal Park designated as "Deer Park" thence proceeding along the common boundary line of said park and the property herein described S 63° 37' W a distance of 1,415.30 feet to the point or place of beginning. All bearings refer to True Meridian.

Reserving and excepting unto the said party of the first part an easement fifty feet (50.0') wide for access to the remaining property of the said party of the first part, the center line of said easement beginning at a point located S 63° 37' W a distance of 425.0 feet from an iron pipe located at the point of intersection of the common boundary line of the property herein described and the aforementioned subdivision with the Municipal Park designated as "Deer Park", the center line of said easement proceeding N 26° 23' W a distance of 400.0 feet more or less from the common boundary line of the property herein described and Deer Park to the common boundary line of the property herein described and the remaining property of the said party of the first part, and said easement to be used in common by the said party of the first part and the said party of the second part and their respective licensees.

Subject, however, to the easement granted to Virginia Public Service Company by deed, dated June 1, 1927, recorded in the Clerk's Office of the Circuit Court of the City of Warwick, Virginia, in Deed Book 52, page 395.

TO HAVE AND TO HOLD the said land unto the said CITY OF WARWICK, its successors and assigns, in fee simple and forever.

And in addition thereto the said party of the first part doth grant and convey unto the said party of the second part an easement and right-of-way for the purposes of construction, installation and maintenance and use of a railroad siding over and along the following described property, to-wit:

All that certain piece or parcel of land situate, lying and being in the City of Warwick, Virginia, and being designated as Easement for Railroad Siding,

as shown on that certain map attached hereto and made a part hereof entitled, "Flat No. 2, showing Survey of Property to be conveyed to the City of Warwick, Virginia, by Union Ore Corporation", said parcel of land being more particularly described as follows:

Beginning at a point located on the easterly right-of-way line of the Chesapeake & Ohio Railway Company, which said point is N 26° 23' W a distance of 400 feet from a concrete monument located on the said easterly right-of-way line of the said Chesapeake & Ohio Railway Company, which said concrete monument is distant from U. S. Coast and Geodetic Survey Triangulation Station "Denbigh 2", Oyster Point, 14,106.80 feet, the course of said easterly right-of-way line of the Chesapeake & Ohio Railway Company, the said Triangulation Station to the aforementioned concrete monument being S 26° 23' E and from said point of beginning thus established, running thence N 26° 23' W a distance of 110 feet to a point; thence S 60° 40' E a distance of 133.14 feet to a point; thence S 63° 37' W a distance of 75 feet to the point or place of beginning. All bearings refer to the True Meridian.

And the said party of the second part does hereby covenant as follows:

(1) The said land shall be used solely for any exclusively municipal or public purpose or purposes, and for no other purpose or purposes whatsoever.

(2) The said land shall not be used for any purpose which would interfere with, prevent, or be adversely affected by, the use, by the said party of the first part, its successors, representatives or assigns, of any other land now owned, or subsequently acquired, by the said party of the first part, its successors, representatives or assigns for any purposes within the proper corporate purposes of said party of the first part.

(3) In case of any breach of any of the provisions set forth in (1) and (2) above, the said party of the second part, its successors or assigns shall immediately reconvey the said land and easement and right-of-way to the said party of the first part, its successors or assigns upon a tender of payment of SIX THOU-

ATTACHMENT 12

BOOK 500 PAGE 622

SAND THREE HUNDRED DOLLARS (\$6,300.00) by the said party of the first part, its successors or assigns at any time after the occurrence of such breach.

IN WITNESS WHEREOF, Union Ore Corporation, the said party of the first part, has caused this deed to be executed in its name and behalf by its President, and its corporate seal to be hereunto duly affixed and attested by its Secretary, both thereunto duly authorized.

UNION ORE CORPORATION

By F. L. Shanklin
President

ATTEST:

T. A. Moore
Secretary

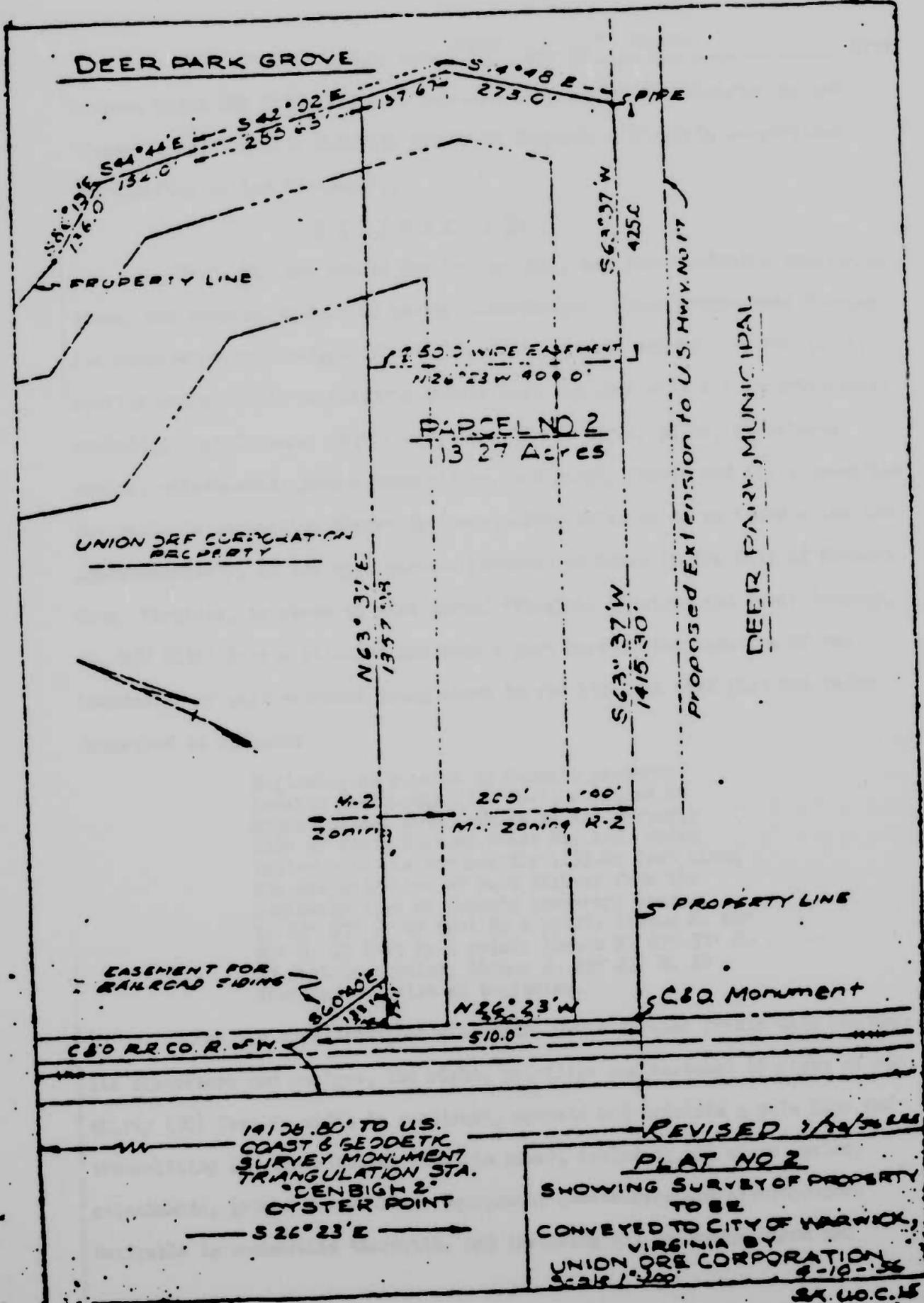
STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

I, Eugene B. Rogan, a Notary Public in and for the State and County aforesaid, whose commission expires on the 30th day of March, 1957, do hereby certify that F. L. Shanklin and T. A. Moore, President and Secretary, respectively, of Union Ore Corporation, whose names are signed to the foregoing deed bearing date on the 27th day of August, 1956, to me well known, have each acknowledged the same before me in my State and County aforesaid.

Given under my hand and notarial seal this 27th day of August, 1956.

Eugene B. Rogan
Notary Public

EUGENE B. ROGAN
Notary Public, State of New York
No. 41-6617400
Qualified in Queens County
Certificate filed with N. Y. County Clerk
Term Expires March 30, 1957



THIS AGREEMENT, Made this 17th day of March, 1959,
between UNIDE ONE CORPORATION, a Delaware corporation (hereinafter called
"Owner"); and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation
(hereinafter called "Company").

W I T N E S S E T H

That, for the sum of One Dollar (\$1), and other valuable considera-
tions, the receipt whereof is hereby acknowledged, Owner grants unto Company,
its successors and assigns, the right, privilege and easement to construct,
operate and maintain an electric substation, together with all appurtenances,
including transformers, regulators, capacitors, wires, poles, structures,
cables, attachments, ground connections, equipment, fences and all accessories
desirable in connection therewith (hereinafter referred to as "substation and
appurtenances"), in and upon certain property of Owner in the City of Newport
News, Virginia, as shown on plat marked "Virginia Electric and Power Company,
No. 2/V 211" hereto attached and made a part hereof, the location of the
boundaries of said easement being shown in red lines on said plat and being
described as follows:

Beginning at a point in Owner's property
located westwardly 1332 feet, measured at
right angles, from a point in the westerly
line of State Highway Route No. 168, which
latter point is northwardly 1433.04 feet along
the westerly line of said Highway from the
southerly line of Owner's property; thence
S. 63° 37' W. 40 feet to a point; thence N. 26°
23' W. 40 feet to a point; thence N. 63° 37' E.
40 feet to a point; thence S. 26° 23' E. 40
feet to the point of beginning.

For the considerations aforesaid, Owner further grants unto Company,
its successors and assigns, the right, privilege and easement of right of way
thirty (30) feet in width to construct, operate and maintain a pole line for
transmitting and distributing electric power, including all wires, poles,
attachments, ground connections, equipment, accessories and appurtenances
desirable in connection therewith, and including all telephone wires and

ATTACHMENT 12

attachments of any other company (hereinafter referred to as "pole line and appurtenances"), over, upon and across the property of Owner, as shown on the aforementioned plat, the location of the center line of said right of way being shown in broken lines on said plat and being described as follows:

Beginning at a point in the center line of a certain existing easement of Company, which point is S. 63° 37' W. 1147.0 feet along the center line of said existing easement from a point in the westerly line of State Highway Route No. 168, which latter point is northwardly 944.04 feet along the westerly line of said Highway from the southerly line of Owner's property; thence E. 26° 23' W. 489.0 feet to a point; thence S. 63° 37' W. 195.0 feet to a point.

For the considerations aforesaid, Owner further grants unto Company, its successors and assigns, the right, privilege and easement to construct, operate and maintain guys and anchors, for the support of an electric pole line (hereinafter called "guys and anchors") on Owner's property outside the boundaries of said 30-foot right of way, at the location designated "A" on said plat.

For the considerations aforesaid, Owner further grants unto Company, its successors and assigns, the right, privilege and easement of right of way thirty (30) feet in width to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith, and including all telephone wires and attachments of any other company (hereinafter referred to as "pole line and appurtenances"), over, upon and across certain property of Owner in the City of Newport News, Virginia, as shown on plat marked "Virginia Electric and Power Company, No. R/W 2136" hereto attached and made a part hereof, the location of the center line of said right of way being shown in a broken line on said plat and being described as follows:

Beginning at a point in the easterly line of right of way of The Chesapeake and Ohio Railway Company, which point is northwardly 1521.7 feet along the easterly line of said Railway Company right of way from the southerly line of Owner's property; thence E. 63° 37' E. 430 feet to a point.

ATTACHMENT 12

The substation and appurtenances and the pole lines and appurtenances erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easements hereby granted, and make such changes, alterations, substitutions and additions in and to said substation and appurtenances and pole lines and appurtenances as Company may from time to time deem advisable.

Company shall at all times have the right to keep the easement hereby granted for a substation and appurtenances clear of all buildings, structures, trees and undergrowth, together with the right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions outside the boundaries of said easement that may endanger the safe and proper operation of said substation and appurtenances, with the further right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions along said pole lines or adjacent thereto that may endanger the safe and proper operation of said pole lines and appurtenances. All trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating said substation and appurtenances and pole lines and appurtenances, Company shall have the right of ingress to and egress from the easements hereby granted over the lands of Owner adjacent to the easements and lying between public or private roads and the easements in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection or maintenance of Company's substation and appurtenances and pole lines and appurtenances, or in the exercise of its right of ingress and egress, provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

ATTACHMENT 12

Owner covenants that it is seized of and has the right to convey the said easements, rights and privileges, that Company shall have quiet and peaceable possession, use and enjoyment of said easements, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, Union Ore Corporation has caused its name to be signed hereto by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, as of the day and year first above written.

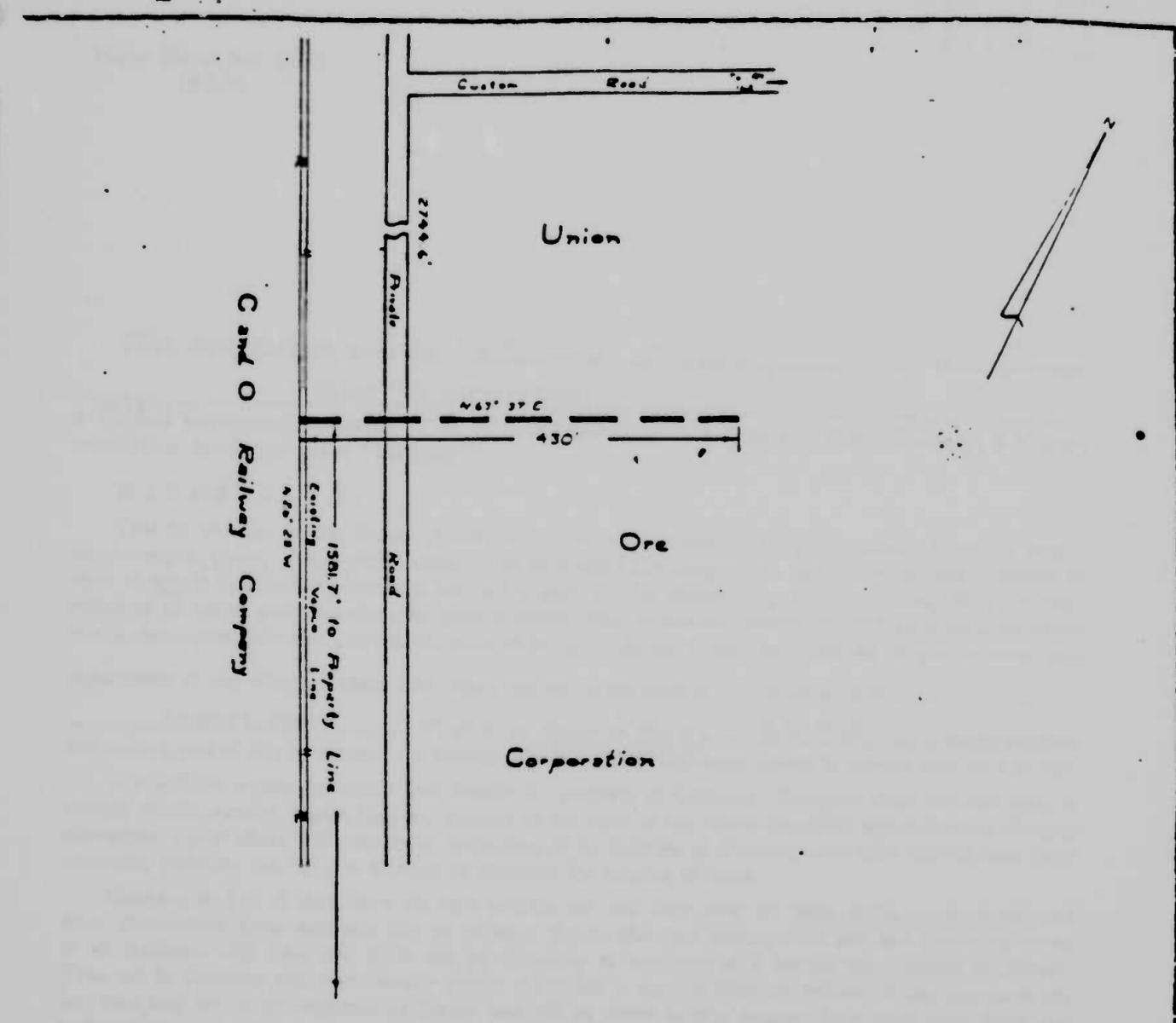
UNION ORE CORPORATION

By J. H. Shanklin
PRESIDENT *JHS*

Attest:

H. A. Moore
Secretary

ATTACHMENT 12



--- Centerline of 30' Right-of-Way

TITLE 1000 00 10		
VIRGINIA ELECTRIC AND POWER COMPANY		
PLAN TO ACCOMPANY RIGHT-OF-WAY AGREEMENT		
Peninsula		DISTRICT
DISTRICT	COUNTY	STATE
City of Newport News, Va.		
Hampton OFFICE		NO. R/W 2136
28	1959	Est. 502-3775

ATTACHMENT 12

BOOK 500 4-1-31

Newport News
Virginia

Vepco Form No. 102-B
10-1-54

THIS AGREEMENT, made this 1st day of May, 1967 between
Union Ore Corporation

Delaware
a Delaware corporation, hereinafter called "Owner," and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right of way to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), and including all telephone wires and attachments of any other company, over, upon and across the lands of Owner, situated in _____

Newport News, Virginia, as shown on Plat No. R/W 2765, hereto attached and made a part of this agreement; the location of cease-line of said right of way being shown in broken lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions along said pole line or adjacent thereto that may endanger the safe and proper operation of its facilities. All trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

The Owner covenants that it is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted, provided such use complies with the requirements of the National Electrical Safety Code and does not interfere with or endanger the construction, operation or maintenance of Company's facilities.

IN WITNESS WHEREOF, the Owner has caused its corporate name to be signed hereto by its
President _____, and its corporate seal to be hereunto affixed and attested by its
Secretary _____, the day and year first above written.

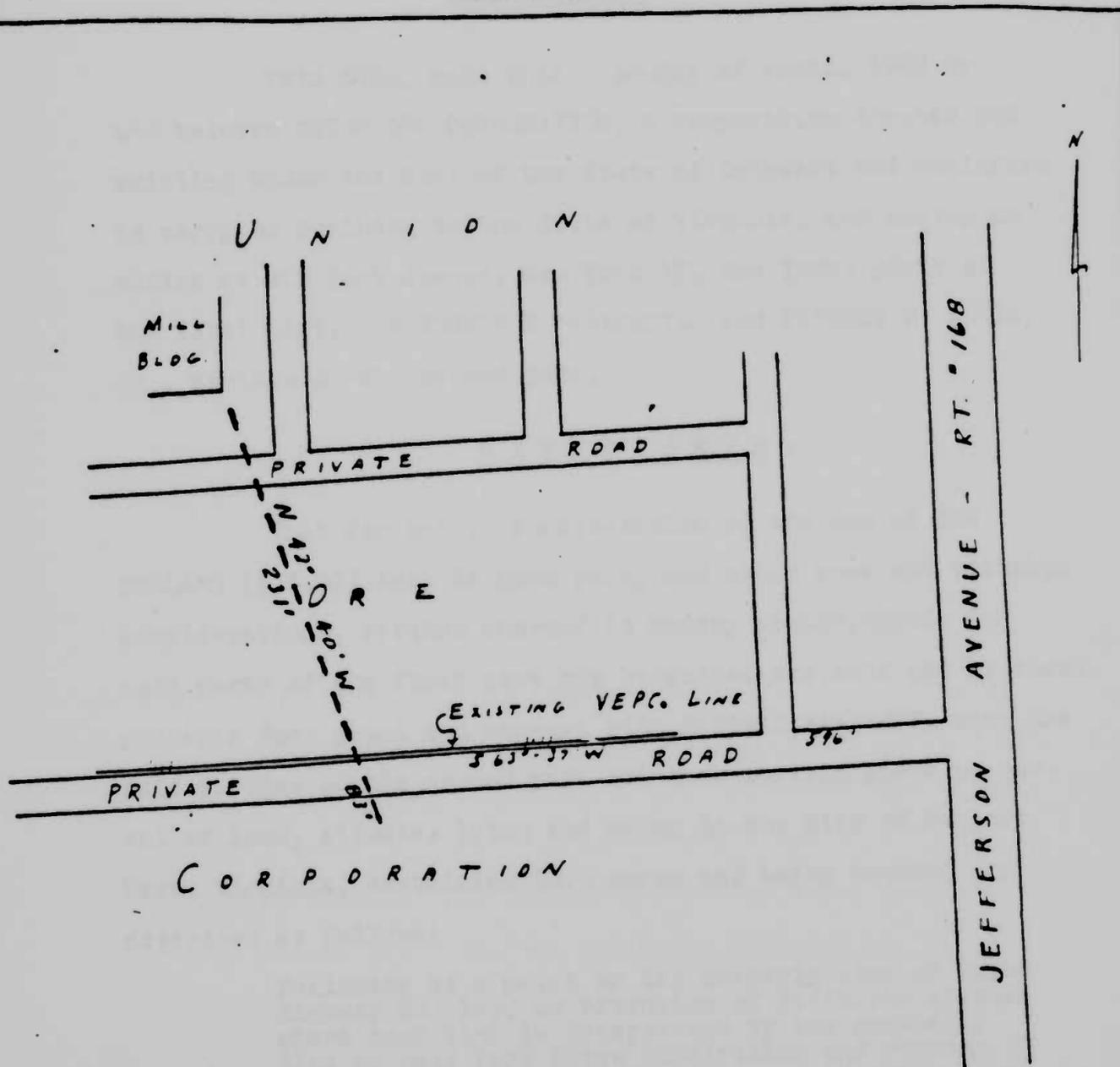
Union Ore Corporation
By Fred L. Shanklin
President

Attest: T. A. Moore
Secretary

STATE OF ~~VERMONT~~ ^{New York}
County of ~~Franklin~~ ^{New York} } To-wit:
I, Lillian V. Jester, a Notary Public in and for the City aforesaid,
whose commission expires on the 30-day of March, 1963, do hereby certify that
Fred L. Shanklin and T. A. Moore
whose names are signed to the foregoing writing dated the 1st day of May
1962 as President and Secretary, respectively, of
Union Ore Corporation, acknowledged the same before me
in the Sis County aforesaid this 27th day of July, 1962
Lillian V. Jester
Notary Public

LILLIAN V. JESTER
Notary Public, State of New York
No. 61-1970250
Qualified in Queens County
Exp. 11th Mo. N. Y. Co. Clerk
Term Expires March 25, 1963

ATTACHMENT 12



NOT TO SCALE

--- CENTERLINE OF 15' RIGHT-OF-WAY

<small>VEPCO FORM NO. 18</small> VIRGINIA ELECTRIC AND POWER COMPANY PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT		
PENINSULA		DISTRICT
DISTRICT	COUNTY	STATE
CITY OF NEWPORT NEWS VA		
HAMPTON	OFFICE	NO. R/W 2765
IB	1962	160 EST 1901

ATTACHMENT 12

THIS DEED, made this 30th day of April, 1962 by and between UNION ORE CORPORATION, a corporation created and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia, and having an office at 270 Park Avenue, New York 17, New York, party of the first part, and JOSEPH E. CARPENTER and FORREST W. COLLE, SR., parties of the second part,

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey, with SPECIAL WARRANTY, unto the said parties of the second part all that certain piece or parcel of land, situate, lying and being in the City of Newport News, Virginia, containing 18.5 acres and being bounded and described as follows:

Beginning at a point on the westerly line of State Highway No. 143, an extension of Jefferson Avenue, where such line is intersected by the northerly line of Deer Park Grove Subdivision and running thence along the westerly line of said State Highway No. 143 N. 26° 16' W. a distance of 1374.27 feet to a point marked by a concrete monument; running thence S. 50° 05' W. along the top of the southerly bank of a certain drainage ditch used and maintained by the United States Government pursuant to easement heretofore granted a distance of 49.22 feet to a point; running thence along the top of the aforesaid bank S. 28° 37' W. a distance of 803.03 feet to a point; running thence along the top of the continuation of the aforesaid bank S. 10° 00' E. a distance of 700.06 feet to a point on the northerly line of Deer Park Grove Subdivision; thence along the line of said Deer Park Grove Subdivision to the point of beginning over the following courses and distances: N. 73° 19' E. 281.44 feet, N. 85° 19' E. 126.31 feet,

N. 85° 29' E. 127.50 feet, N. 84° 49' E. 173.85 feet, N. 73° 44' E. 172.10 feet, and N. 69° 29' E. 50.40 feet; the whole of the above described property containing 18.5 acres according to a survey of Walter S. Grant, Jr., Civil Engineer, made in April 1962.

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Subject, however, to any easements or other encumbrances of record, any zoning ordinances, building restrictions or regulations, if any.

It is further covenanted on the part of the parties of the second part, their heirs or assigns, as a covenant to run with the land, that the said parties of the second part do agree on their behalf and on behalf of their assigns that at no time hereafter shall they have the right to complain or take action in law or in equity against the party of the first part, its successors or assigns, for trespass or nuisance caused by dust, noise or fumes or other factors resulting from use of Seller's premises which adjoin the hereinabove described property to the north and to the west so long as such use be for lawful industrial purposes.

IN WITNESS WHEREOF, UNION ORE CORPORATION, the said party of the first part, has caused this deed to be executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary both thereunto duly authorized.

UNION ORE CORPORATION

Attest:

By Fred L. Shanklin
President

LER
JEG

ATTACHMENT 12

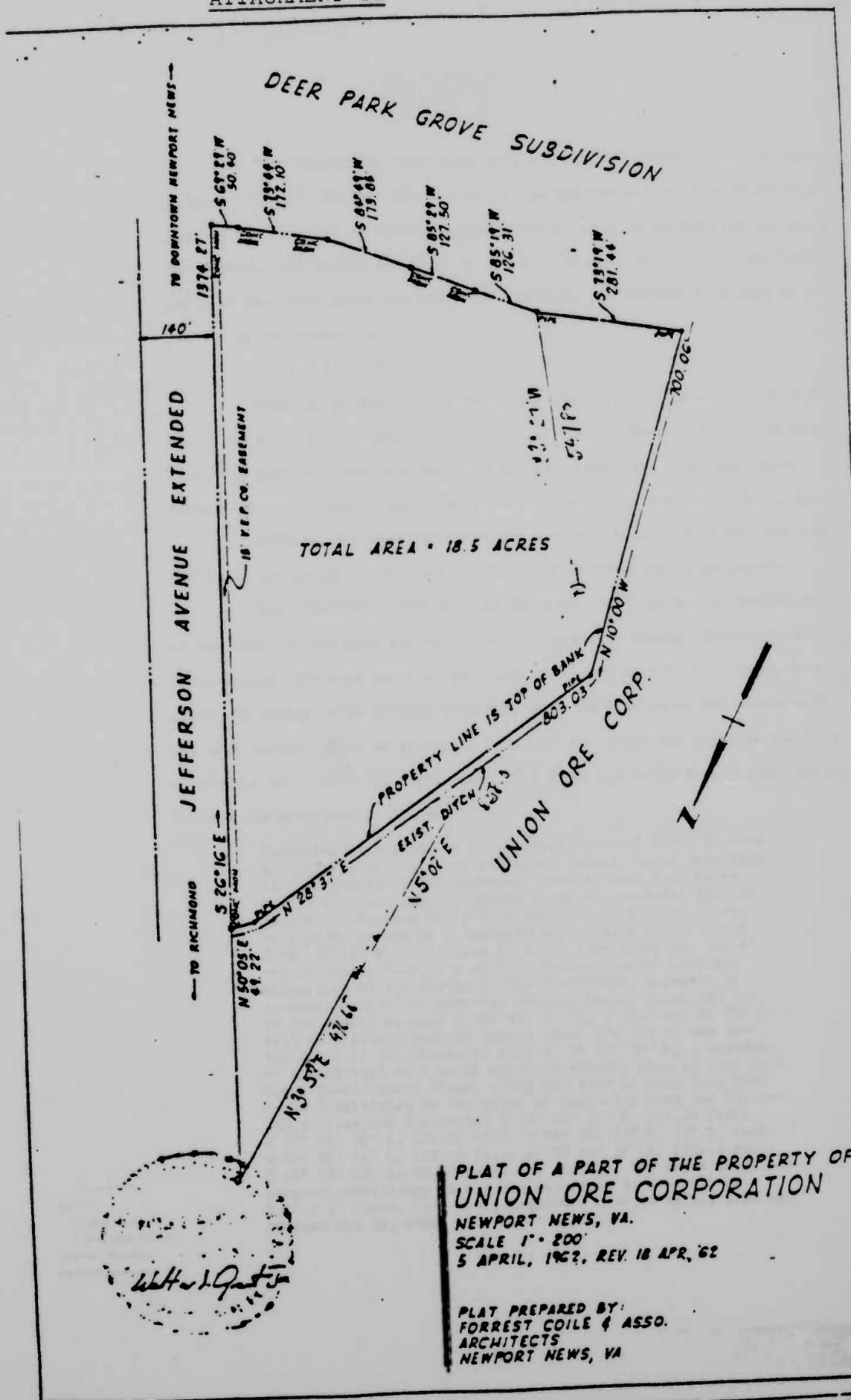
426

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

I, _____, a notary public
in and for the State and County aforesaid, whose commission
expires on the ____ day of _____, 196__, do hereby
certify that _____ and _____
_____ President and _____ Secretary, respectively,
of UNION ORE CORPORATION, whose names are signed to the foregoing
deed bearing date on the ____ day of April, 1962, to me well
known, have each acknowledged the same before me in my State and
County aforesaid.

Given under my hand and notarial seal this ____ day of
_____, 1962.

Notary Public



BOOK 500 PAGE 630

6a

ATTACHMENT 12

COPY

THIS CORRECTION DEED, made this 7th day of December, 1962, by and between UNION ORE CORPORATION, a corporation created and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia, and having an office at 270 Park Avenue, New York 17, New York, party of the first part; and JOSEPH E. CARPENTER and FORREST W. COILE, SR., parties of the second part.

W I T N E S S E T H:

WHEREAS, by deed, dated April 30, 1962, duly of record in the Clerk's Office of the Hustings Court for the City of Newport News, Virginia, in Deed Book 458, page 442, the said party of the first part did grant and convey certain property therein described unto the parties of the second part; and

WHEREAS, the description of the property in said deed was incorrect and it is the desire of the parties hereto to correct said description.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and good and valuable consideration, receipt whereof is hereby acknowledged, the said party of the first part does by this correction deed grant and convey, with SPECIAL WARRANTY, unto the parties of the second part all that certain piece or parcel of land situate, lying and being in the City of Newport News, Virginia, containing 18.5 acres and being more particularly bounded and described as follows:

Beginning at a point on the westerly line of State Highway No. 143, an extension of Jefferson Avenue, where such line is intersected by the northerly line of Deer Park Grove Subdivision and running thence along the westerly line of said State Highway No. 143, N 26° 15' 45" W, 1374.02 feet to a point marked by a concrete monument; running thence S 50° 04' 15" W, a distance of 49.21 feet along the top of the southerly bank of a certain drainage ditch used and maintained by the United States Government, pursuant to easement heretofore granted; running thence along the top of the aforesaid bank S 28° 37' 15" W, a distance of 799.27 feet to a point; running thence along the top of the continuation of the aforesaid bank S 10° 00' 20" E, a distance of 692.96 feet to a point on the northerly line of Deer Park Grove Subdivision; thence along the line of said Deer Park Grove Subdivision to the point of beginning over the following courses and distances: N 73° 09' 30" E, 281.44 feet; N 85° 19' 30" E, 126.34 feet; N 85° 29' 15" E, 127.33 feet; N 84° 49' 15" E, 173.89 feet; N 73° 44' 30" E, 172.13 feet; N 69° 29' 30" E, 50.38 feet; the whole of the above described property containing 18.5 acres according to a survey of Walter S. Grant, Jr., Civil Engineer, made in April, 1962 and revised May 21, 1962.

LEO OFFICE
JAMES
SLEWMAN
WOLFE & KELLY
CHAS. GILCHRIST
NEWPORT NEWS, VA

COPY

Together with all and singular the buildings and improvements thereon, rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

Subject, however, to any easements or other encumbrances of record, any zoning ordinances, building restrictions or regulations, if any.

If it is further covenanted on the part of the parties of the second part, their heirs or assigns, as a covenant to run with the land, that the said parties of the second part do agree on their behalf and on behalf of their assigns that at no time hereafter shall they have the right to complain or take action in law or in equity against the party of the first part, its successors or assigns, for trespass or nuisance caused by dust, noise or fumes or other factors resulting from use of Seller's premises which adjoin the hereinabove described property to the north and to the west so long as such use be for lawful industrial purposes.

And the said parties of the second part do join in this deed to express their agreement to the correction thereof.

IN WITNESS WHEREOF, UNION ORE CORPORATION, the said party of the first part, has caused this deed to be executed in its name and behalf by its

President and its corporate seal to be hereunto duly affixed and attested by its Secretary both thereunto duly authorized, and the said parties of the second part have hereunto set their hands and seals, the day and year first above written.

UNION ORE CORPORATION

By F. H. Shanklin
President

ATTEST:

R. Johnson
Secretary

(s) Joseph E. Carpenter (SEAL)
Joseph E. Carpenter

(s) Forrest W. Coile, Sr. (SEAL)
Forrest W. Coile, Sr.

LAW OFFICE
JONES
BLECHMAN
WOLFE & KELLY
WILSON BUILDING
NEWPORT NEWS, VA

ATTACHMENT 12

COPY

STATE OF NEW YORK

COUNTY OF NEW YORK, to-wit:

I, John F. Spindler, a notary public in and for the State and County aforesaid, whose commission expires on the 27th day of March, 1964, do hereby certify that F. C. Spindler and T. B. Moore, President and Secretary, respectively, of Union Ore Corporation, whose names are signed to the foregoing deed bearing date on the 7th day of December, 1962, to me well known, have each acknowledged the same before me in my State and County aforesaid.

Given under my hand and notarial seal this 27th day of December, 1962.

John F. Spindler
Notary Public
No. 105
City of New York
Comm. Expires March 27, 1964

STATE OF VIRGINIA,

City of Newport News, to-wit:

I, Herbert V. Kelly, a notary public in and for the City and State aforesaid, whose commission expires on the 16th day of January, 1965, do hereby certify that Joseph E. Carpenter and Forrest W. Coile, whose names are signed to the foregoing writing bearing date on the 7th day of December, 1962, have severally acknowledged the same before me in my City and State aforesaid.

Given under my hand this 5th day of January, 1963.

(s) Herbert V. Kelly
Notary Public

I HEREBY CERTIFY that the within is a true and correct copy of the original instrument duly recorded in the Office of the Register of the Hustings of the City of Newport News, Virginia on January 7, 1963 as Instrument No. 105

John F. Spindler
Closing Attorney

LAW OFFICE
JAMES
BLANKENBACH
WOLFE & KELLY
WALTERS BUILDING
NEWPORT NEWS, VA

ATTACHMENT 12

THIS DEED OF EASEMENT, made the 26th day of November, 1963 by and between UNION ORE CORPORATION, a corporation created and existing under the laws of the State of Delaware and qualified to carry on business in the State of Virginia, and having an office at 270 Park Avenue, New York 17, New York, party of the first part, and THE CITY OF NEWPORT NEWS, a municipal corporation of Virginia, party of the second part,

W I T N E S S E T H :

That for and in consideration of the sum of Ten dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey unto The City of Newport News, party of the second part, an easement for purposes as follows over the herein-after described property, to wit:

An easement of right of way for purposes of installing, maintaining, operating, removing and replacing a sanitary sewer pipe not more than 18 inches in diameter to be laid not less than 3 feet below grade in the area 10 feet in width and 103.81 feet in length leading from the property of Carpenter and Coile to an existing easement on the property of the party of the first part, subject easement being as shown on that certain plat entitled, "Plat of an Easement to be Conveyed to The City of Newport News by Union Ore Corporation", which said plat is dated November 7, 1963, made by Walter S. Grant, Jr., Civil Engineer, a copy of which said plat is attached hereto and to be read as a part hereof.

TO HAVE AND TO HOLD the said easement unto The City of Newport News, Virginia, its successors and assigns, so long as the same is used for sewer purposes.

IN WITNESS WHEREOF, the said party of the first part has hereunto affixed its name and seal by action of its officers, they having

1219

been first duly authorized, as of the day and year first above written.

UNION ORE CORPORATION

By s/ Fred L. Shanklin
President

Attest:

S/ E. F. Lambert
Assistant Secretary

(Corporate Seal)

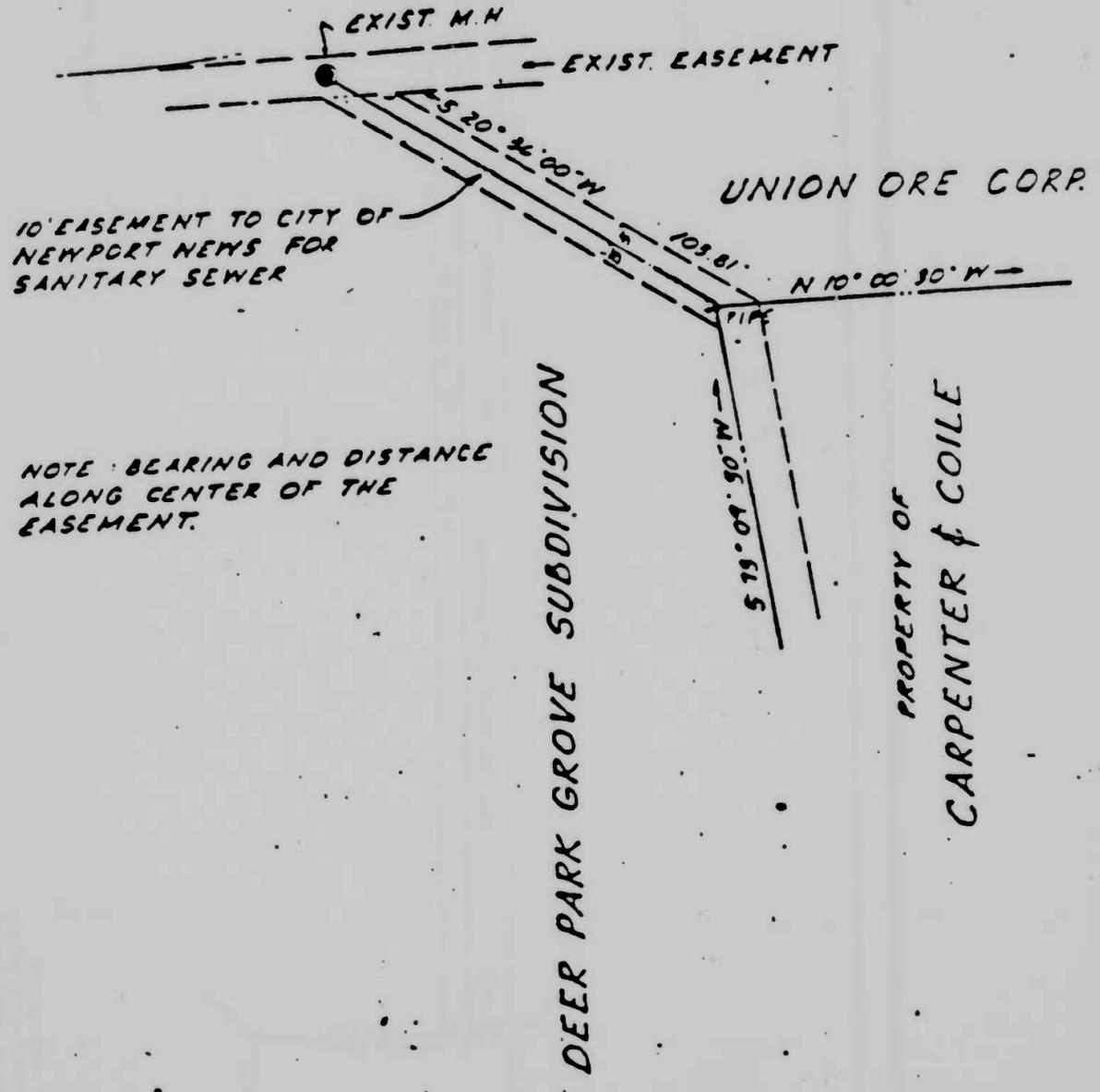
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

I, Henry A. Holst, a Notary Public in and for the State and County aforesaid, whose commission expires on the 31st day of March, 1964, do certify that Fred L. Shanklin and E. F. Lambert, President and Assistant Secretary, respectively, of UNION ORE CORPORATION, whose names are signed to the foregoing deed bearing date on the 26th day of November, 1963, to me well known, have each acknowledged the same before me in my State and County aforesaid. Given under my hand and notarial seal this 23rd day of December, 1963.

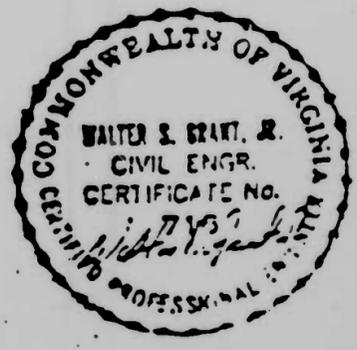
s/ Henry A. Holst

(Notarial Seal)

ATTACHMENT 12



PLAT OF
 AN EASEMENT
 TO BE CONVEYED TO
 THE CITY OF NEWPORT NEWS BY
 UNION ORE CORPORATION
 NEWPORT NEWS, VA.
 SCALE 1" = 40'
 NOVEMBER 7, 1963

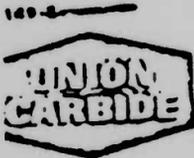


FORREST COILE & ASSOCIATES - ARCHITECTS
 3415 WARWICK BOULEVARD

8

ATTACHMENT 12

BOOK 500 PAGE 647



INTERNAL CORRESPONDENCE

F. P. Early

270 PARK AVENUE, NEW YORK, NEW YORK 10017

REALTY DIVISION

TO
FROM
DATE

Mr. D. W. Morrison, Jr.
Realty
11th Floor

Date March 2, 1965

Originating Dept

Answering letter date

CC TO

Mr. P. E. Blake
Mr. W. R. Lewis
Mr. T. D. Morgan

Subject

Deed and Easement to City of
Newport News, Virginia from
Union Ore Corporation

Dear Mr. Morrison:

On June 16, 1964 the Department of Public Utilities of the City of Newport News, Virginia requested a 200 foot square parcel of land for a water pumping station along with an easement, paralleling an existing easement, for a pipeline through the ore storage area of subject plant. Negotiations have now been completed and the consideration has been received in exchange for the deed and easement instrument. Attached to your copy of the transmittal is the City's check No. 14556 in the amount of \$8,890.10. It should be credited to Union Ore Corporation's account 13-133-885-11(46). A detail of vendor's invoice is included.

To Mr. Morgan's letter we are attaching a duplicate executed original of the subject document for processing and forwarding to Records Center.

We are asking Mr. Blake, after funds for sale of property have been transferred to his location, to issue a retirement report on this 0.918 acre parcel and direct it to Mr. E. F. Glynn of Property Accounting Department.

Very truly yours,

F. P. Early

F. P. Early

FPE:js
Attach.

ATTACHMENT 12

THIS DEED and EASEMENT, made this 3rd day of February, 1965, between UNION ORE CORPORATION, a Delaware corporation, hereinafter called "Owner", and CITY OF NEWPORT NEWS, a municipal corporation in the Commonwealth of Virginia, hereinafter called "City",

WITNESSETH: That for the sum of One dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto City, its successors and assigns, the right, privilege and permanent easements of right of way to construct, operate and maintain water pipelines, including all equipment, accessories and appurtenances in, under, through, over and across the lands of Owner situate in the City of Newport News, Virginia, as shown on plat entitled, "City of Newport News Department of Public Utilities Plat Showing Boundary Surveys of Land to be Acquired From the Union Ore Corporation for Water Line Installation and Pumping Station Site," dated September 28, 1964 and made by Vincent D. McManus, Williamsburg, Virginia, the location of said rights of way being shown and designated as Parcels "A" and "B" on said plat, a copy of which said plat is hereto attached and made a part of this instrument; the said property being more particularly described as follows:

PARCEL "A"

Beginning at a point in the Northerly line of the C & O Ry. Co. R/W, which is distant S 26° 23' E, 1,070.49 ft. from the Southwesterly corner of the property of the Union Ore Corp., and running N 63° 45' E, 1,931.56 ft. to an iron pipe; thence S 26° 15' E, 30.00 ft. to a point; thence S 63° 45' W, 1,931.50 ft. to a point in the Northerly line of the C & O Ry. Co. R/W; thence N 26° 23' W, 30.00 ft. along the Northerly line of the C & O Ry. Co. to the point of beginning.

PARCEL "B"

Beginning at a point which is the Southeasterly corner of Parcel "A", described above, and running N 63° 45' W, 1,931.50 ft. along the Easterly boundary of Parcel "A", described above, to a point; thence S 26° 15' E, 20.00 ft. to a point; thence S 63° 45' W, 1,931.46 ft. to a point in the Northerly line of the C & O Ry. Co. R/W; thence N 26° 23' W, 20.00 ft. along the

Northerly line of the C & O Ry. Co. to the point of beginning.

It is understood that the easement to Parcel "A" supersedes the easement heretofore conveyed by Martha Woodroof Hiden, Executrix and Trustee under the last will and testament of P. W. Hiden, deceased, to the City of Newport News, dated October 15, 1942, and recorded February 9, 1943, in the Clerk's Office of the Hustings Court for the City of Newport News in Deed Book 95, page 453, to which reference is hereto made.

The pipelines and facilities erected hereunder by City shall remain the property of City. City shall have the right to inspect, rebuild, remove, repair, improve, relocate on the rights of way above described, and make such changes, alterations, substitutions, additions or extension of its facilities as City may from time to time deem advisable, including the right to increase or decrease the number of pipelines.

Owner reserves the right to use the land hereinbefore described upon which the said pipelines may be constructed for any purpose not inconsistent with the rights herein provided, provided such use shall not impair, endanger or interfere with the proper operation, maintenance or repair of the pipelines, and provided further that no building may be erected upon the said right of way by Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities, City shall have the right of ingress to and egress from the rights of way over the lands of Owner adjacent to the rights of way in such manner as shall occasion the least inconvenience to Owner.

The said Owner, for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, doth hereby grant and convey unto City of Newport News, Virginia the following described property shown as Parcel "C" on that certain plat entitled, "City of Newport News Department of Public Utilities Plat Showing Boundary Surveys of Land to be Acquired From the Union Ore

Corporation for Water Line Installation and Pumping Station Site", dated September 28, 1964 and made by Vincent D. McManus, Williamsburg, Virginia, Registered Engineer, and being more particularly described as follows:

PARCEL "C"

Beginning at an iron pipe which is the Northwesterly corner of Parcel "A", described above, and running N 63° 45' W, 200.00 ft. to an iron pipe in the Southerly line of Jefferson Avenue, which point is distant S 26° 15' E, 1,072.12 ft. from the Northwesterly corner of the property of the Union Ore Corp., thence running S 26° 15' E, 200.00 ft. along the Southerly line of Jefferson Avenue to an iron pipe; thence S 63° 45' W, 200.00 feet to an iron pipe; thence N 26° 15' W, 200.00 ft. to the point of beginning.

Together with all and singular the buildings, tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land described as Parcel "C" unto City of Newport News, Virginia, its successors and assigns forever.

Owner covenants that it has the right to convey the same unto the said grantee; that it is seized in fee simple of the said property; and that it has not done or suffered anything whereby the aforesaid premises have been encumbered in any way whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be hereto subscribed and their corporate seals to be hereto affixed, duly attested by their proper officers, respectively, in that behalf duly authorized.

Attest:

E. F. Lambert
Secretary

UNION ORE CORPORATION

By W. R. Lewis
Vice President

Attest:

C. L. Williams
C. L. Williams, City Clerk

CITY OF NEWPORT NEWS

By J. C. Higgins
J. C. Higgins, City Manager

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK) to-wit:

I, Bernard J. Ward, a Notary Public in and for the City and State aforesaid, whose commission expires on the 30 day of March, 1965, do hereby certify that W. R. Lewis and E. F. Lambert, whose names are signed to the foregoing writing dated the 3rd day of February, 1965, as Vice President and Secretary, respectively, of UNION OIL CORPORATION, have this day acknowledged the same before me in the City aforesaid.

Given under my hand this 10 day of February, 1965.

Bernard J. Ward
 Notary Public

BERNARD J. WARD
 Notary Public, State of New York
 No. 31-4152700
 Qualified in New York County
 Certificate filed in Westchester County
 Commission Expires March 30, 1965

STATE OF VIRGINIA)
)
 CITY OF NEWPORT NEWS) to-wit:

I, Louis M. Schmid, a Notary Public in and for the City and State aforesaid, whose commission expires on the 8 day of August, 1966, do hereby certify that J. C. Higgins and G. L. Williams, whose names are signed to the foregoing writing dated October 29, 1964, as City Manager and City Clerk, respectively, of the City of Newport News, have this day acknowledged the same before me in the City aforesaid.

Given under my hand this 15 day of February, 1965.

Louis M. Schmid
 Notary Public

ATTACHMENT 12

BOOK 500 PAGE 852

THIS DEED, made this 20th day of February, 1974, by and between UNION CARBIDE CORPORATION, a New York corporation, (formerly UNION ORE CORPORATION), party of the first part; and HERBERT V. KELLY of Newport News, Virginia, Trustee under Land Trust designated "MULLER FAMILY TRUST", dated February 1, 1974, party of the second part.

WHEREAS, Union Ore Corporation is the record owner of the hereinafter described property;

WHEREAS, Union Ore Corporation, by Certificate of Merger, dated May 27, 1970 was merged into Union Carbide Corporation, a New York corporation, which Union Carbide Corporation became the sole surviving corporation.

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold, and by these presents does grant and convey, with SPECIAL WARRANTY, unto the said party of the second part, as Trustee, the following described property, to-wit:

All that certain piece or parcel of land situate, lying and being in the City of Newport News, Virginia, and containing approximately 4.2 acres and being more particularly described as follows:

Beginning at a point marking the intersection of the northwesterly corner of the Union Ore Corporation land with the southwesterly corner of the property of E.W. Muller, et als, thence N62° 18' 48" E a distance of 945.22' to a point marking the intersection of the northeasterly corner of the property of Union Ore Corporation and the northwesterly corner of the property of Coates & Clark, thence S 27° 33' 45" E a distance of 200.00' along the line dividing the properties of Coates & Clark and Union Ore Corporation to a point, thence S 62° 18' 48" W to a point 25' from the centerline of the Union Ore Corporation side track, thence

ATTACHMENT 12

BOOK 500 PAGE 683

along and 25' parallel to said property line of side track in a northwesterly direction to the approximate point of beginning, which said parcel of land is more particularly shown on a certain plat entitled, "Plat of the Property of E. W. Muller, et als, 4.148 acres being conveyed by Union Carbide Corporation, Newport News, Virginia, which said plat is attached hereto and made a part hereof.

Together with all and singular the buildings and improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging, or in any-wise appertaining.

Subject to reservations, restrictions and easements of record against said property, and also subject to zoning regulations and ordinances and building restrictions and regulations.

The party of the first part conveys all right, title and interest, if any, in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the property hereby conveyed.

TO HAVE AND TO HOLD the said land unto the said party of the second part, his successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed its signatures and seals on the day and year first above written.

UNION CARBIDE CORPORATION, a
New York corporation

By: R. F. Flood
Vice President

ATTEST:

E. W. Wait
Assistant Secretary

STATE OF NEW YORK

City of NEW YORK, to-wit:

I, Eleanor Kasten, a Notary Public in and for the City and State aforesaid, whose commission expires on the 30th day of March, 1975, do hereby certify that R. F. Flood and E. W. Wait, Vice President and Asst. Secretary, respectively, of Union Carbide Corporation, a New York corporation, whose names are signed to the foregoing

writing bearing date on the 20th day of February, 1974, have
acknowledged the same before me in my City and State aforesaid.

Given under my hand this 7th day of March , 1974.

Eleanor Kasten

Notary Public

ELEANOR KASTEN
Notary Public, State of New York
No. 41-2047355 — Queens County
Com. Filed in New York County
Term Expires March 30, 1975

ATTACHMENT 12



UNION CARBIDE CORPORATION
REALTY DIVISION
270 PARK AVENUE NEW YORK, N. Y. 10017

January 29, 1974

Mr. Robert Locher
Vice President
E. W. Muller, Contractor Inc.
P. O. Box 1255
Newport News, Va. 23601

Subject: Newport News, Virginia
Sale of Land

Dear Mr. Locher:

You are hereby granted permission to enter upon the northerly portion of our property at Newport News, Virginia, for the purposes of creating a fence including the end closures on the proposed new property line, and to grade and install drainage facilities as may be necessary on that 4.2 acre portion of the property under contract of sale.

E. W. Muller, Contractor, Inc. will hold Union Carbide Corporation harmless from all claims for damages (including death) resulting from the activities of its employees, agents, or contractors in performing the above work.

Will you please sign the attached copy of this letter in the space provided and return it to me for our files.

Very truly yours,

I. G. Sunderman
Manager, Real Estate

IGS/eas

cc: Messrs. E. Donokos
F. Blake

ACKNOWLEDGED and AGREED:
E. W. MULLER, CONTRACTOR, INC.

ASSIGNMENT

BOOK 500 FILE 657
ATTACHMENT 12

E. W. MULLER CONTRACTOR, INC., does hereby assign all right, title and interest which it has acquired under Contract of Sale dated January 23, 1974 between UNION CARBIDE CORPORATION, a New York corporation, and E. W. MULLER CONTRACTOR, INC., a Virginia corporation, to purchase approximately 4.2 acres, being more particularly described hereafter, to HERBERT V. KELLY, Trustee under Land Trust designated "MULLER FAMILY TRUST."

All that certain piece or parcel of land situate, lying and being in the City of Newport News, Virginia, and containing approximately 4.2 acres and being more particularly described as follows:

Beginning at a point marking the intersection of the northwesterly corner of the Union Ore Corporation land with the southwesterly corner of the property of E. W. Muller, et als, thence N62° 18' 48" E a distance of 958.36' to a point marking the intersection of the northeasterly corner of the property of Union Ore Corporation and the northwesterly corner of the property of Coates & Clark, thence S 27° 33' 45" E a distance of 200.00' along the line dividing the properties of Coates & Clark and Union Ore Corporation to a point, thence S 62° 18' 48" W to a point 25' from the centerline of the Union Ore Corporation side track, thence along and 25' parallel to said property line of side track in a northwesterly direction to the approximate point of beginning.

Dated this 3rd day of February, 1974.

Witness the following signatures and seals:

E. W. MULLER CONTRACTOR, INC.

By: E. W. Muller
E. W. Muller, President

ATTEST:

Clarice M. Locher
Clarice M. Locher, Secretary

LAW OFFICE
JONES
BLISSMAN
WOLTZ & KELLY
2800 WASHINGTON AVENUE
NEWPORT NEWS, VA.

ATTACHMENT 12

BOOK 500 PAGE 858

STATE OF VIRGINIA

City of Newport News, to-wit:

I, Jacqueline G. Edens, a Notary Public in and for the City and State aforesaid, whose commission expires on the 31st day of July, 1977, do hereby certify that E. W. Muller, President and Clarice M. Locher, Secretary, whose names are signed to the foregoing writing dated the 3rd day of February, 1974, as President and Secretary, respectively, of E. W. Muller Contractor, Inc., have acknowledged the same before me in the City and State aforesaid.

Given under my hand this 2nd day of March, 1974

Jacqueline G. Edens
Notary Public

A TRUE COPY

JONES, E. W. MULLER & COMPANY
BY: [Signature]

ATTACHMENT 12
SPECIAL WARRANTY DEED

BOOK 500 PAGE 659

THIS DEED, made the 20th day of December, 1968, between UNION ORE CORPORATION, a New York corporation, having a business office at 270 Park Avenue, New York, New York 10017, party of the first part, and COATS & CLARK INC., a Delaware corporation, having a place of business at 430 Park Avenue, New York, New York 10022, party of the second part;

W I T N E S S E T H:

That, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the said party of the first part hereby grants, sells and conveys with SPECIAL WARRANTY OF TITLE unto the said party of the second part the following described property to-wit:

All that certain lot, piece or parcel of land situate, lying and being in the City of Newport News, Virginia, as shown and delineated on the copy of plat, attached hereto and made a part hereof, entitled "PART OF THE PROPERTY OF UNION ORE CORPORATION, PARCEL 'A' TO BE CONVEYED TO COATS & CLARK INC., NEWPORT NEWS, VIRGINIA" dated October 31, 1968, made by John W. Lawson, certified land surveyor, to which said plat reference is hereby made for a more complete description of said land.

This conveyance is expressly made subject to such conditions, instructions, reservations and easements of record to the extent that they may lawfully apply to the property being conveyed.

TO HAVE AND TO HOLD, the said land unto Coats & Clark Inc.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its corporate name by D.

West, Jr. , its Vice President, and its corpo-

rate seal affixed by Herman Wait its

Secretary , officers in this behalf duly authorized on the

day and year first above written.

ATTEST

UNION ORE CORPORATION

Herman Wait
Its ~~Assistant~~ Secretary

By [Signature] Sec'y
Its Vice-President

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

To-wit:
I, Lillian V. Jester, a notary public in and for the county and state aforesaid, whose commission expires on the 20th day of December, 1968, hereby certify that D. West, Jr. and Herman Wait, respectively, whose names are signed to the foregoing writing bearing date on the 20th day of December, 1968, have acknowledged the same before me in my county and state aforesaid.

Given under my hand this 20th day of December, 1968.

Lillian V. Jester
Notary Public

LILLIAN V. JESTER
Notary Public, New York
No. 41-1970230 Queens County
First Term Filed in New York County

ATTACHMENT 12

BOOK 500 PAGE 661

THIS DEED OF BARGAIN AND SALE, made on this 22nd day of November, 1968, by and between UNION ORE CORPORATION, a Corporation created by and existing under the laws of the State of Delaware, party of the first part, and UNION INVESTMENT COMPANY OF NEWPORT NEWS, VIRGINIA, a Virginia Partnership created pursuant to agreement dated 6 September 1968, recorded in Deed Book 691, Page 620, in the Clerk's Office of the Hustings Court, Newport News, Virginia, party of the second part,

WITNESSETH: That for and in consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the said party of the first part hereby grants, sells and conveys with GENERAL WARRANTY of TITLE unto the said party of the second part to be held as partnership property, the following described property, to-wit:

PARCEL 1

All that certain lot, piece or parcel of land situate, lying and being in the City of Newport News, Virginia, as shown and delineated on the copy of plat attached hereto and made a part hereof entitled "PART OF THE PROPERTY OF UNION ORE CORPORATION, PARCEL 'B' TO BE CONVEYED TO UNION INVESTMENT COMPANY OF NEWPORT NEWS, VA., A VIRGINIA PARTNERSHIP, NEWPORT NEWS, VIRGINIA", dated October 31, 1968, made by John W. Lawson, Certified Land Surveyor, to which said plat reference is hereby made for a more complete description of said land.

PARCEL 2

All that certain lot, piece or parcel of land situate, lying and being in the City of Newport News, Virginia, as shown and delineated on the copy of plat attached hereto and made a part hereof entitled "PLAT OF THE PROPERTY OF UNION ORE CORPORATION, PARCEL 'C' TO BE CONVEYED TO UNION INVESTMENT COMPANY OF NEWPORT NEWS, VA., A VIRGINIA PARTNERSHIP, NEWPORT NEWS, VIRGINIA", dated October 31, 1968, made by John W. Lawson, Certified Land Surveyor, to which said plat reference is hereby made for a more complete description of said land. The party of the first part reserves to itself an easement 50 feet in width over the southerly portion of Parcel C between the land shown on the aforesaid plat as "City of Newport News 50 foot easement" and the other lands of the grantors herein for ingress and egress. Together with the right to full use and enjoyment of the 50 foot easement reserved unto the grantor herein by the grantor herein in its certain deed to the City of Warwick, Virginia, dated August 27, 1956, which deed is recorded in the Clerk's Office of the Hustings Court for Newport News, Virginia in Warwick Deed Book 75, page 465, to which deed reference is hereby made for a more perfect description of said easement.

This conveyance is expressly made subject to such conditions, restrictions and easements of record to the extent that they may lawfully apply to the property being conveyed.

LAWSON

ATTACHMENT 12

TO HAVE AND TO HOLD the said land unto UNION INVESTMENT COMPANY OF NEWPORT NEWS, VIRGINIA, a Virginia Partnership created pursuant to agreement dated 6 September 1968, recorded in Deed Book 691, Page 620, in the Clerk's Office of the Hustings Court, Newport News, Virginia, to be held as partnership property.

IN WITNESS WHEREOF The party of the first part has caused this instrument to be executed in its corporate name by W. R. Lewis, its President, and its corporate seal affixed by Allan McLane, its Assistant Secretary, officers in this behalf duly authorized on the day and year first above written.

UNION OEE CORPORATION

By W. R. Lewis its President

ATTEST:

[Signature]
its Assistant Secretary

STATE OF NEW YORK

CITY/COUNTY OF NEW YORK, to-wit:

I, Remond J. Ward, a Notary Public in and for the City/County and State aforesaid, whose commission expires on the 27 day of November, 1968, hereby certify that W. R. Lewis and Allan McLane, President and Assistant Secretary respectively,

whose names are signed to the foregoing writing bearing date on the 22nd day of November, 1968, have acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 27th day of November, 1968.

Remond J. Ward
Notary Public

REMOND J. WARD
Notary Public, State of New York
No. 2653700
Qualified in New York County
Certificate filed in Westchester County
Commission Expires March 28, 1969

LAW OFFICES
WELLS & AVERETT
233 DECATUR BLVD.
NEWPORT NEWS, VA.

I HEREBY CERTIFY that the within is a true and correct copy of the original instrument duly recorded in the Clerk's Office of the Hustings Court of Newport News Virginia, on December 6 1968, as document no. 6578

[Signature]
Clerk of Court

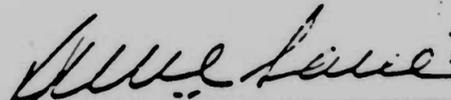
500A-500 JAN 1968
(5)

ATTACHMENT 12

I, ALLAN McLANE, Assistant Secretary of UNION ORE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, DO HEREBY CERTIFY that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation at a meeting held on the 5th day of December, 1968:

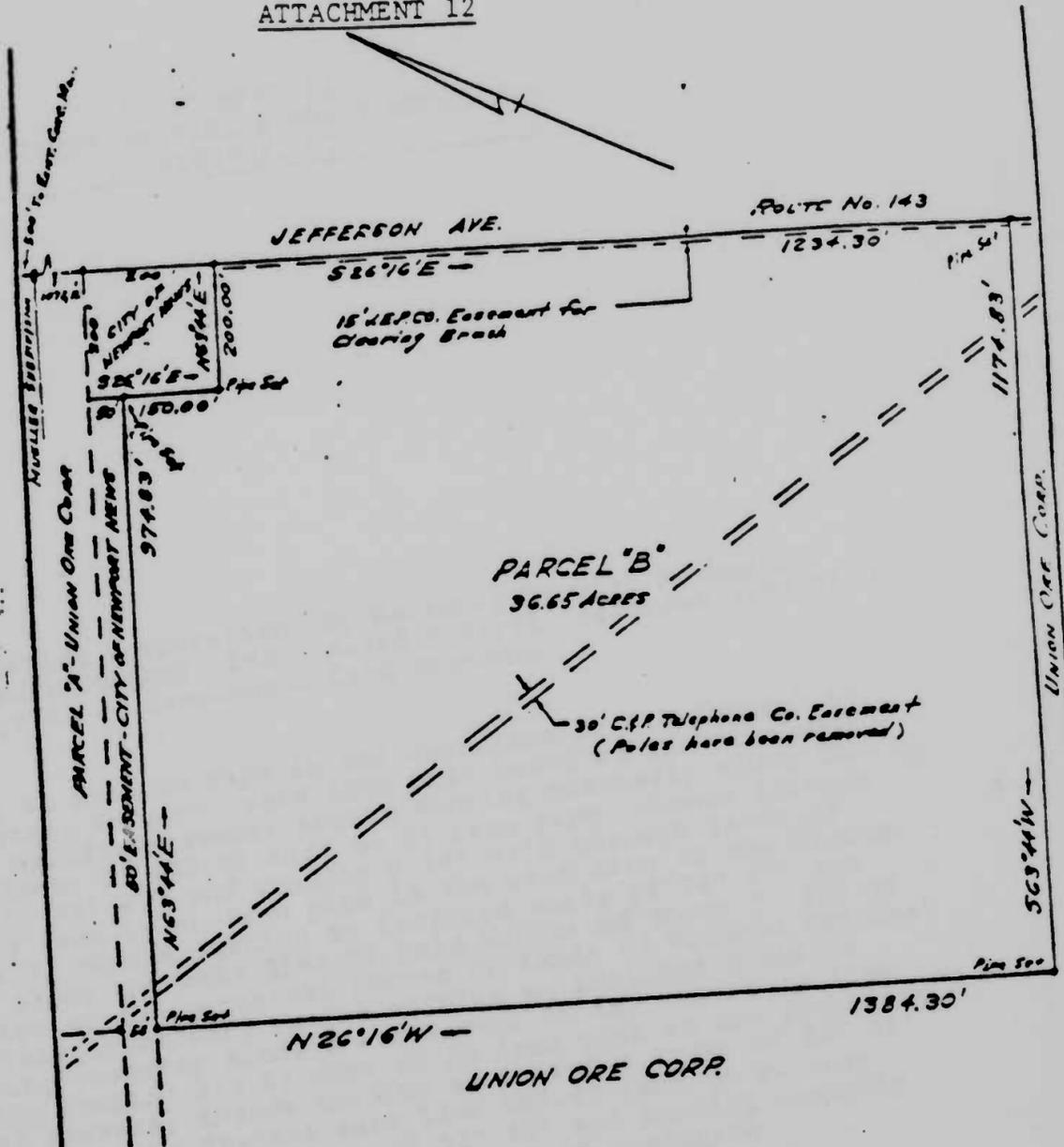
RESOLVED, that the Corporation hereby ratifies, confirms and approves the Contract Sale made on November 22, 1968, between the Corporation and Union Investment Company of Newport News, Virginia, which provides for the sale of property of the Corporation located in Newport News, Virginia, which is described in said Contract Sale and which is surplus to the Corporation's requirements, and the Corporation authorizes and empowers the officers of the Corporation, in the name of and on behalf of the Corporation, to execute, sign, acknowledge and deliver such instruments and documents necessary to effectuate the aforesaid Contract Sale."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of said UNION ORE CORPORATION to be hereto affixed this 5th day of December, 1968.


Assistant Secretary



ATTACHMENT 12



THIS IS TO CERTIFY THAT ON OCT. 31,
1968 I SURVEYED THE PROPERTY SHOWN ON THIS
 PLAT, AND THAT THE TITLE LINES AND WALLS OF THE BUILDINGS
 ARE AS SHOWN ON THIS PLAT. THE BUILDINGS ARE EXACTLY
 WITHIN THE TITLE LINES AND THERE ARE NO ENCROACHMENTS OR
 OTHER BUILDINGS ON THIS PROPERTY.

PART OF THE PROPERTY OF
 UNION ORE CORPORATION

PARCEL "B"

TO BE CONVEYED TO
 UNION INVESTMENT COMPANY OF
 NEWPORT NEWS, VA., A VIRGINIA PARTNERSHIP
 NEWPORT NEWS, VIRGINIA

John W. Lawson 0595
 JOHN W. LAWSON, CERTIFIED LAND SURVEYOR, N. H. V.
 SCALE 1" = 200' DATE OCT. 31, 1968.

ATTACHMENT 13
MONUMENT ROOFING & SHEET METAL CO.:
BENNINGTON, VT.

RECORD OWNER: Union Carbide Corporation (By Warranty Deed of Monument Roofing and Sheet Metal Company, Inc., dated 3/24/76, recorded 3/24/76 in Book 0-213 at Page 32 of Bennington Land Records.

PROPERTY DESCRIPTION:

"Beginning at an iron pipe in the east line of U.S. Route 7 in Town of Bennington, Vermont, said iron pipe being at the northwest corner of lands of Wallace Stevens; thence running northerly along the east line of U.S. Route 7 100.00 feet to an iron pipe; thence turning an included angle of $88^{\circ} 45'$ and running S $74^{\circ} 34'E$ through lands of this grantor 648.19 feet to an iron pipe in the west line of the relocation of U.S. Route 7; thence turning an included angle of $76^{\circ} 47'$ and running southerly along the west line of said relocated Route 7 200.00 feet to an iron pipe at the northeast corner of lands of Vermont Terminal Company (Holmes Transportation); thence turning an included angle of $103^{\circ} 14'$ and running westerly along a stone wall on the northerly line of Vermont Terminal Company 348.52 feet to an iron pipe at the southeast corner of lands of Stevens; thence turning an included angle of $93^{\circ} 01'$ and running northerly along Stevens east line 100.40 feet to an iron pipe; thence turning an excluded angle of $91^{\circ} 46'$ and running westerly along Stevens north line 246.5 feet to the place of beginning.

"Containing 2.23 acres."

"Meaning and intending to convey the same lands and premises conveyed to this grantor by Warranty Deed of Ezekiel A. Cross dated September 28, 1972 and recorded in Book 0-199 at Page 166 of the Bennington Land Records:

"The above premises are conveyed subject to the following restrictions:

- 1) No mobile home or trailer of any description shall be placed or maintained on the premises.
- 2) The premises shall not be used for any junk yard or for the storage of junk or abandoned motor vehicles or appliances."

BOOK 500 PAGE 600

ATTACHMENT 14
JOHN & MARY MAGLIACANE
CLEVELAND, OHIO

Division: Consumer Products

Grantee: Union Carbide Corporation

Grantor: John A. Magliacane and Mary R. Magliacane

Date of Deed: June 4, 1968

Location: Cleveland, Ohio

Acreage: 0.101

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being Sub Lot No. 35 in W. J. Gordon's Allotment of part of Original Brookline Township Lots Nos. 29 and 30, as shown by the recorded plat in Volume 17 of Maps, Page 9 of Cuyahoga County Records, and being 40 feet front on the Easterly side of West 76th Street (formerly Salisbury Avenue), and extending back of equal width 110 feet along the Northerly line of Goodwalt Avenue N.W., as appears by said plat, or the same more or less, but subject to all legal highways.

ATTACHMENT 15
EXCELSIOR VARNISH, INC.
CLEVELAND, OHIO

BOOK 500 PAGE 667



INTERNAL CORRESPONDENCE

UNION CARBIDE CORPORATION

270 PARK AVENUE, NEW YORK, NEW YORK 10017

To (Name) Miss Lyda A. Pinelli
Division Real Estate Dept.
Location 43rd Floor
Floor Number

Date January 14, 1975
Originating Dept. Real Estate
Floor Number 43

Copy to Messrs. V. M. Anderson 42 (att.)
R. F. Christopher Loc. 205
R. L. Kanney Loc. 323
E. W. Noonan 45
D. Shellek Loc. 205 (att.)

Answering letter date
Subject Battery Products Division
Purchase of Excelsior Varnish Real Estate
Cleveland (Edgewater), Ohio

By Warranty Deed dated May 1, 1974, and recorded October 31, 1974 in Volume 13683, Page 79, Union Carbide Corporation acquired Excelsior Varnish's real estate contiguous to the Edgewater plant. The land area amounts to 0.649 acres, more or less. We are informed that the old building which was on this real estate is being razed so all costs are to be charged to the Class 1000 account.

Attached are the following documents for Real Estate Records Center files:

1. Purchase Agreement dated March 20, 1974.
2. Original Warranty Deed executed by Gerald D. Lancaster as President of Excelsior Varnish, Inc. dated May 1, 1974.
3. Owner's Fee Policy Number 345519 in the amount of \$90,000, insuring Union Carbide Corporation.
4. Escrow Instruction Agreement dated April 15, 1974.
5. Escrow Disbursement Statement dated October 31, 1974.
6. Map of Edgewater plant showing the Excelsior acquisition in blue.

Copies of above mentioned items 2, 3 and 5 are attached to Mr. Anderson's and Mr. Shellek's transmittals.

F. P. Early
F. P. Early

FFK:ek

RECEIVED
JAN 15 1975
REAL ESTATE DEPT.

ATTACHMENT 15

PURCHASE AGREEMENT

BOOK 500 PAGE 688

THIS AGREEMENT made this 20th day of March, 1974, by and between EXCELSIOR VARNISH, INC., an Ohio corporation, its successors and assigns, hereinafter referred to as "Seller", and UNION CARBIDE CORPORATION, a New York corporation, its successors and assigns, hereinafter referred to as "Buyer".

WITNESSETH:

1. Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase, all that lot and parcel of land with the buildings and improvements thereon, known for street number purposes as 1219 West 74th Street, Cleveland, Ohio, and being more fully described as follows:

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being Sublots Nos. 62, 63, 64, 65, and 66 in the Allotment made by W. J. Gordon of part of Original Brooklyn Township Lots. Nos. 29 and 30, as shown by the recorded plat in Volume 17 of Maps, Page 9 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 197.89 feet on the Easterly side of West 74th Street, (formerly Pembroke Street), and extending back 123.35 feet on the Southerly line, 140.41 feet on the Northwesterly line, and having a rear line of 260.49 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

2. Seller agrees to convey said premises to Buyer by good and sufficient general Warranty Deed containing the usual covenants and warranties, with conveyance fee in the proper amount at the expense of Seller, conveying to the Buyer good and marketable title in fee simple absolute to the property, free and clear of all liens and encumbrances, except zoning ordinances and taxes and assessments not due and payable.

3. Seller shall cause Land Title Guarantee and Trust Company, Cleveland, Ohio, to issue an owner's policy of title insurance in its usual and customary form and in the amount of Ninety Thousand Dollars (\$90,000.00) insuring Buyer that at the time of filing the deed for record, the fee simple title to the premises is vested in Buyer free from all title defects, liens

ATTACHMENT 15

and encumbrances except zoning ordinances and taxes and assessments not due and payable. Seller shall pay all title examination charges and the premium cost of a title guaranty in the amount of Ninety Thousand Dollars (\$90,000.00). Buyer shall pay the additional premium cost of the policy of title insurance. If title to the premises cannot be insured as herein provided, then there shall be refunded to the Buyer any part of the purchase price paid or deposited in escrow, this Agreement shall terminate and thereafter neither party will have any further obligation hereunder; provided that Buyer may waive any title defect not hereinabove specified and Seller shall have one month after being advised by Land Title of any such title defect not so waived in which to cure the same.

4. Buyer agrees to pay to Seller as the purchase price for said premises, buildings, and improvements, the sum of Ninety Thousand Dollars (\$90,000.00), as follows: The sum of Five Thousand Dollars (\$5,000.00) to be deposited in escrow with Land Title Guarantee and Trust Company, which is hereby designated as Escrow Agent for this transaction, such deposit to be within two (2) business days after execution of this Purchase Agreement, and the balance of Eighty-Five Thousand Dollars (\$85,000.00) to be deposited by Buyer with said Escrow Agent as hereinafter provided.

5. Seller shall deposit its warranty deed with said Escrow Agent on or before ninety (90) days after date of execution of this Agreement. As soon as the Escrow Agent has received said deed and when, upon recording the deed, Land Title will issue to Buyer its title insurance policy in accordance with Section 3 hereof, then the Escrow Agent shall so advise Buyer. Buyer shall, within five (5) business days thereafter, deposit the balance of the purchase price in escrow. If there has been no change in title preventing Land Title from issuing said title policy, the Escrow Agent shall promptly upon receipt of such funds complete the transaction by recording the deed and disbursing the purchase price to Seller less deduction by reason of proration of taxes and expenses of this transaction chargeable to Seller. The date

of filing the deed for record is hereinafter referred to as the "Closing Date." The parties agree that time is of the essence of this Agreement and that each party shall cooperate fully to cause this transaction to be completed at the earliest possible time.

6. Seller agrees that the twenty-thousand gallon storage tank located on the premises above-ground and a certain ten-thousand gallon storage tank located on the premises below-ground, and any other storage tanks located on the premises below ground, shall be and become the sole property of the Buyer, and shall be included in this Agreement.

7. Seller and Buyer covenant and agree that Buyer shall have the right to remove from the premises, all trade machinery and equipment, chattels, and other movable property ("Seller's equipment"), save and except such as is specifically excepted above. Seller shall use reasonable care to remove such property without waste to the premises. Seller agrees to remove all Seller's machinery and equipment from the premises prior to the Closing Date. On the Closing Date, Seller shall surrender possession of the premises by delivering to Buyer all keys to the buildings on the premises.

8. Seller represents that, to the best of its knowledge, the premises and the buildings and improvements thereon comply with all building and zoning regulations applicable thereto. If, prior to the Closing Date, there have been any repairs, improvements or construction on the premises within the period provided by law for the filing of mechanic's liens, Seller shall either furnish evidence satisfactory to Buyer of payment in full for all labor and materials or provide security satisfactory to Buyer which will permit payment in full of any claim for labor and material which may thereafter become a lien upon the premises.

9. Utility charges shall be prorated by the parties outside of escrow as of the Closing Date. Seller shall obtain final bills for all utility services and Buyer shall establish new accounts for such services. Insurance premiums shall not be prorated; Buyer shall procure such insurance coverage as Buyer deems appropriate and Seller shall cancel Seller's insurance

after the deed has been filed for record. All taxes and assessments (both general and special) shall be prorated by the Escrow Agent as of the Closing Date on the basis of a calendar year and the amounts shown on the last available County Treasurer's tax duplicate.

10. The Escrow Agent shall charge to the Seller and pay out of the purchase price, the following:

- a. The cost of the conveyance fee in the sum of Ninety Dollars (\$90.00).
- b. Title examination charges and the cost of a title guaranty in the amount of the purchase price.
- c. Any amounts due Buyer by reason of prorations.
- d. The cost of discharging any liens or encumbrances on said realty.
- e. One-half (1/2) of the escrow fee.

11. Buyer agrees to pay one-half the escrow fee, the filing fees for the Deed and any mortgage to be placed on said property and the additional premium cost of the policy of title insurance to be issued to Buyer.

12. If any building on the premises shall be substantially damaged or destroyed by fire or other cause prior to the date of the filing of the deed for record, Seller shall immediately notify Buyer thereof and furnish to Buyer a written statement of the amount of insurance, if any, payable on account of such damage or destruction as promptly as possible. For purposes of this transaction, a building shall be deemed to be substantially damaged if the cost of repair of all damage prior to completion of this transaction will exceed \$5,000.00. Within ten (10) days after receipt of the written statement of insurance payable on account of such damage or destruction, Buyer may elect to terminate this Agreement by written notice of termination to Seller. Upon such termination any part of the purchase price paid by Buyer or deposited in escrow shall be refunded to Buyer and thereafter neither party shall have any escrow shall be refunded to Buyer and thereafter neither party shall have any further obligation hereunder. In the event Buyer fails to make such election

to terminate, this transaction shall be completed in accordance with the terms hereof and Seller shall apply any and all insurance proceeds payable by reason of such damage or destruction to the payment of the purchase price and, if paid in full, shall pay any excess proceeds to Buyer. If a building is not substantially damaged, it shall be repaired at Seller's expense prior to completion of this transaction and the time for completion of this transaction shall be extended, if necessary, for a reasonable period in order to permit such repairs. Any and all insurance proceeds payable by reason of the damage which Seller is obligated to repair, shall be paid to Seller.

13. Seller represents that no real estate broker is entitled to a commission in connection with the sale of the premises to Buyer as a result of Seller's acts and that no broker has in any way been connected with this transaction on behalf of Seller. Buyer represents that no real estate broker is entitled to a commission in connection with the sale of the premises as a result of Buyer's acts and that no broker has in any way been connected with this transaction on behalf of Buyer.

14. Any and all notices required or permitted hereunder shall be deemed sufficiently given if made in writing and either delivered in person or deposited, postage prepaid, in the United States certified or registered mail, addressed as follows:

To Buyer: Union Carbide Corporation
P. O. Box 6056
Cleveland, Ohio 44101

To Seller: Excelsior Varnish, Inc.
1219 West 74th Street
Cleveland, Ohio 44102

or to such other address or addresses as either Buyer or Seller by notice to the other may designate from time to time in the manner herein provided.

15. Seller agrees that Buyer, in its discretion, shall have the right to assign all its right, title and interest in this Agreement to any nominee or assignee as it may determine.

ATTACHMENT 15

BOOK 3000 PAGE 673

16. Seller and Buyer each agree to furnish to the other, a certificate of resolution authorizing the execution of this Purchase Agreement and any other instruments required hereunder, by the respective officer or officers executing respectively such instruments.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

WITNESS:

Robert J. Susala

Wm. E. Power

J. P. Early

EXCELSIOR VARNISH, INC.

By Gerald D. Lancaster
Gerald D. Lancaster, ~~President~~ President.

By Mary Jane Farish
Mary Jane Farish, Secretary.

UNION CARBIDE CORPORATION

By R. F. Flood 3000
R. F. Flood, Vice President

505781

OFFICIAL SEAL

ATTACHMENT 15

500 PAGE 074

KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, on the 26th day of June, 1972, the Council of the City of Cleveland passed Ordinance No. 750-72 authorizing the Commissioner of Purchases and Supplies to sell to the Union Carbide Corporation, land owned by the City of Cleveland and no longer needed for municipal purposes, in accordance with the provisions of Section 101 of the Charter of the City of Cleveland; and

WHEREAS, the provisions of said Ordinance and of law have been complied with and the Grantee herein has agreed to pay the sum of Ten Thousand Seven Hundred and No/100 Dollars (\$10,700.00), and the Board of Control of said City has, by its Resolution No. 399-72 adopted on the 20th day of September, 1972, accepted said offer, thereby authorizing the conveyance of the parcel of land hereinafter described upon the payment of said sum of money.

NOW, THEREFORE, pursuant to the premises, the said City of Cleveland, a municipal corporation of the State of Ohio, the Grantor, claiming title by or through instruments recorded in Cuyahoga County Recorder's Office for the consideration of Ten Thousand Seven Hundred and No/100 Dollars (\$10,700.00) to it paid, receipt of which is hereby acknowledged, does hereby convey, grant, remise, and forever quit-claim unto Union Carbide Corporation, P. O. BOX 6056, Cleveland, Ohio 44101, its successors and assigns, the following described real estate:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being Sublot No. Thirty three (33) in George Smith's Allotment of part of original Brooklyn Township lot No. 30, as shown by the recorded plat of said Allotment in Volume 17 of Maps, Page 12 of Cuyahoga County Records. Said sublot No. 33 has a frontage of 40 feet on the Easterly side of West 74th Street (formerly Pembroke Street) and extends back 119 66/100 feet on the Northerly line, 119 30/100 feet on the Southerly line and has a rear line of 40 feet, according to said plat, be the same more or less, but subject to all legal highways.

*Descripter approved
4/1/72 Steve Salay*



ATTACHMENT 15

and the Grantee, for itself, its successors and assigns, as a further consideration for the execution and delivery of this deed, hereby covenants with, and for the benefit of the Grantor, that no billboards or other out-door advertising signs other than permitted identification signs shall ever be erected on said premises.

TO HAVE AND TO HOLD the same unto the said Grantee, his successors and assigns, forever as fully and completely as said Grantor, by virtue of these presents, hereinbefore set forth, may, can, or should convey the same so that neither the said Grantor, nor its assigns, nor any others claiming title through or under it can, or will hereafter claim or demand any right or title to said premises or any part thereof, but they and every one of them, by these presents shall be excluded and forever barred.

IN WITNESS WHEREOF, the City of Cleveland, by Ralph J. Perk, Mayor, has caused its name and corporate seal to be affixed hereto this 12th day of October, 1972.

Signed and acknowledged in the presence of:

Ronald L. Gordon
Robert D. Strickley

CITY OF CLEVELAND
BY: *Ralph J. Perk*
RALPH J. PERK, MAYOR

NR 13153 P 477

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

On this 12th day of October, 1972, before me a Notary Public in and for said County and State, came the City of Cleveland by Ralph J. Perk, Mayor, who acknowledged the execution of the foregoing deed to be his voluntary act on behalf of the City of Cleveland, and the free act and deed of said City of Cleveland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal of Cleveland, Ohio, the day and year last aforesaid.



Peter I. Fredrix
Notary Public

My Commission Expires: *Nov 20 1973*

This instrument prepared by:
PETER I. FREDRIX,
Assistant Director of Law,
City of Cleveland.

ATTACHMENT 15

BOOK 500 PAGE 677
VOL. 1, 1950-51

Know all Men by these Presents:

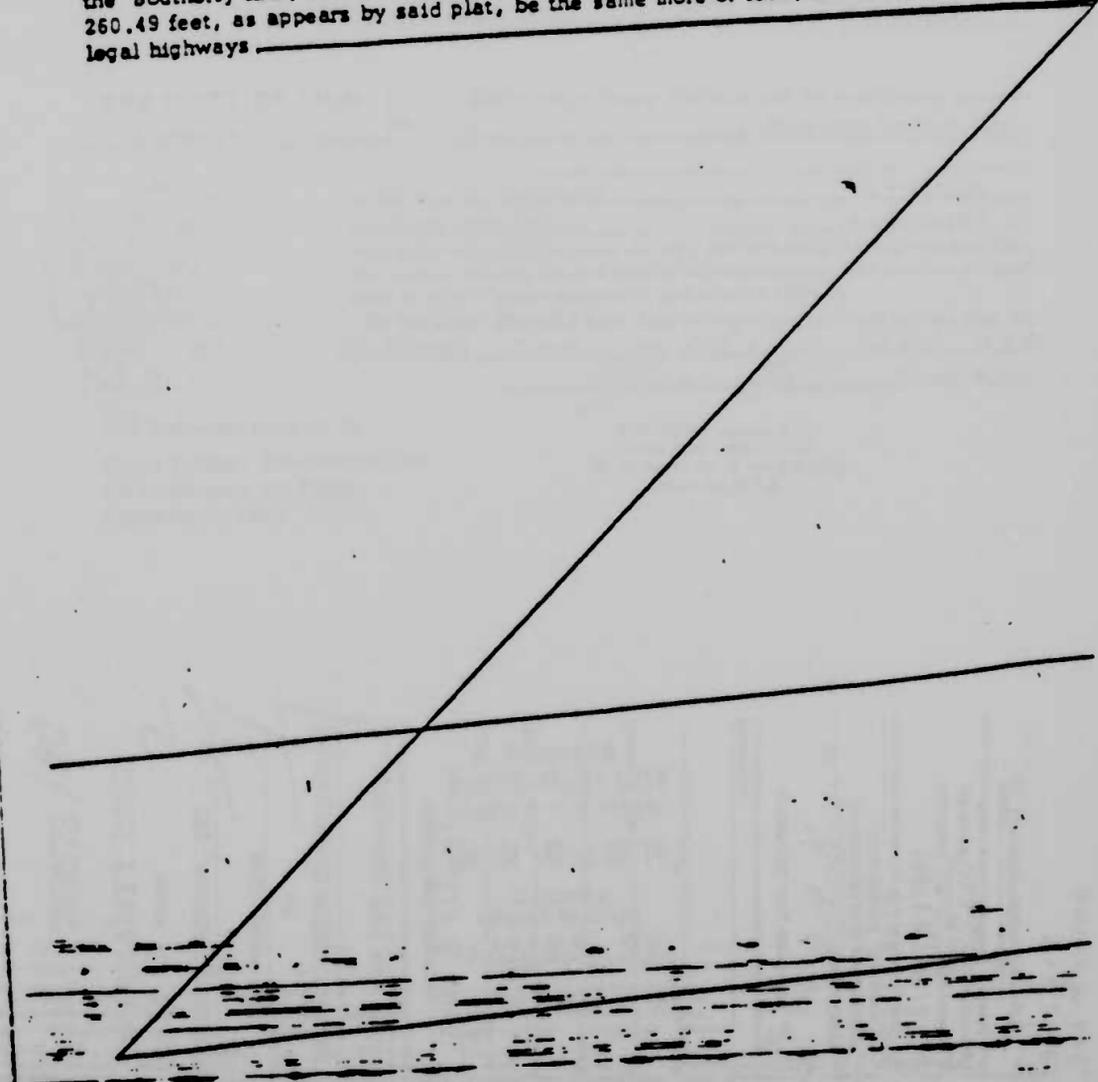
That EXCELSIOR TARNISH, INC. (formerly known as The Excelsior Tarnish Works, Inc.)
a Corporation incorporated under the laws of the State of Ohio
who claim title by or through instrument recorded in Volume _____ Page _____ County _____

Recorder's Office, for the consideration of Ten Dollars
and other valuable considerations received to its full satisfaction of UNION CARBIDE CORPORATION

a New York corporation,
whose TAX MAILING ADDRESS will be 1300 Lakeside Avenue, Cleveland, Ohio 44114

do give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises situated in City of Cleveland
County of Cuyahoga and State of Ohio:

And known as being Sublots Nos. 62, 63, 64, 65 and 66 in the Allotment made by W.J. Gordon of part of Original Brooklyn Township Lots Nos. 29 and 30, as shown by the recorded plat in Volume 17 of Maps, Page 9 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 197.89 feet on the Easterly side of West 74th Street, (formerly Pembroke Street), and extending back 123.35 feet on the Southerly line, 140.41 feet on the Northwesterly line, and having a rear line of 260.49 feet, as appears by said plat, be the same more or less, but subject to all legal highways.



ATTACHMENT 15

va 13683 20

be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantee and assigns forever, and the said grantor does for itself and its successors and assigns covenant with said grantee its successors and assigns, that at and until the encasing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever, except easements of record, restrictions of record, zoning ordinances, and taxes and assessments for 1974 and thereafter,

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee its successors and assigns, forever, against all lawful claims and demands whatsoever, except as above stated.

In witness whereof said corporation sets its hand and corporate seal, by Gerald D. Lancaster its President and Mary Jane Fabish its Secretary this 15 day of May A. D. 1974

EXCELSTOR VARNISH, INC.

Signed and acknowledged in the presence of

Charlotte V. Gredler
Clare Fahrner

By Gerald D. Lancaster President
By Mary Jane Fabish Secretary

THE STATE OF OHIO
Cuyahoga County

Belott III, a Notary Public in and for said County, personally appeared the above named Excelstor Varnish, Inc.

by Gerald D. Lancaster its President and Mary Jane Fabish its Secretary

who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at CLEVELAND, OHIO this 15 day of May 1974

Clare Fahrner Notary Public

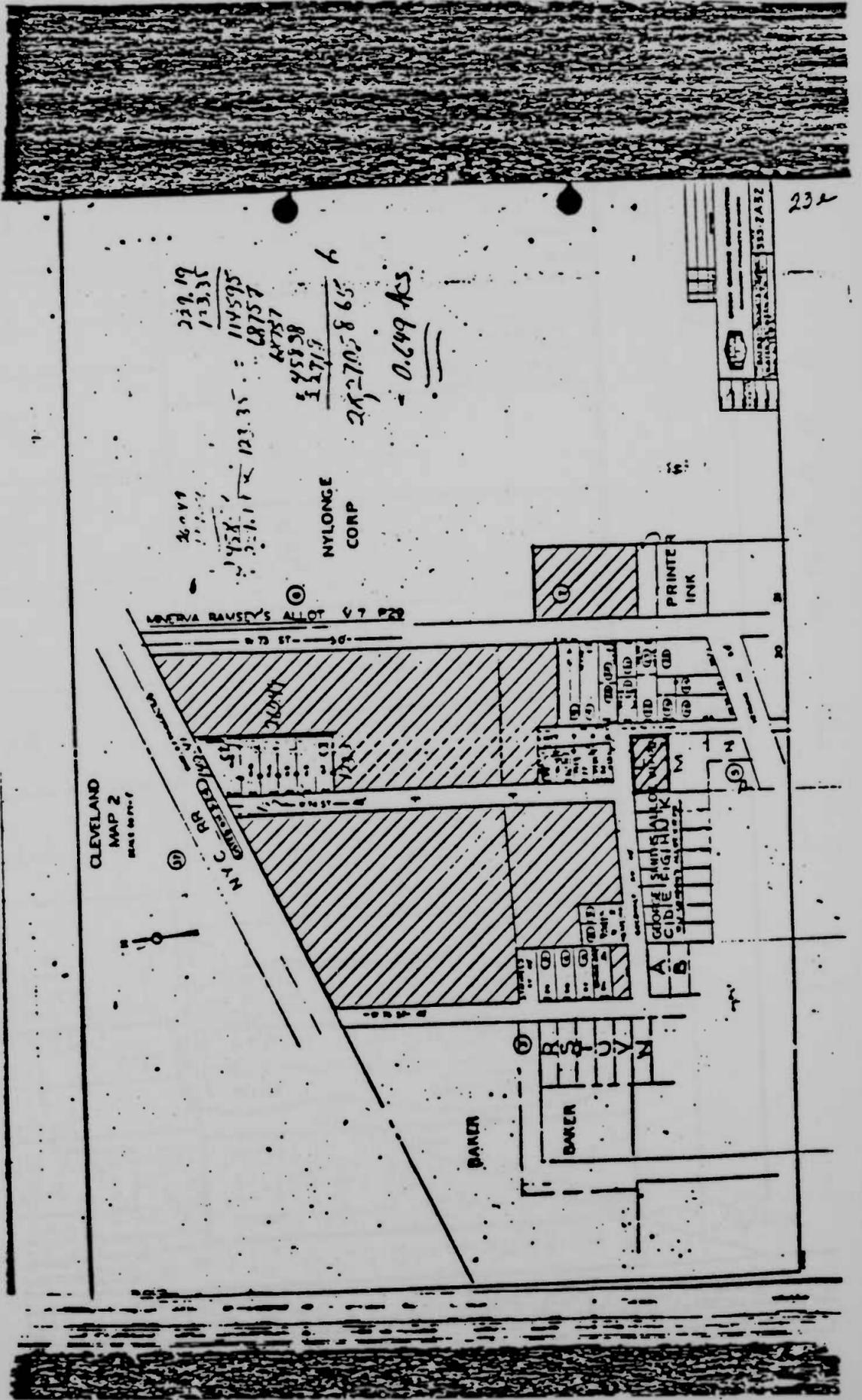


This instrument prepared by:
Clare Fahrner, Attorney at Law
1006 Citizens Building
Cleveland, Ohio 44114

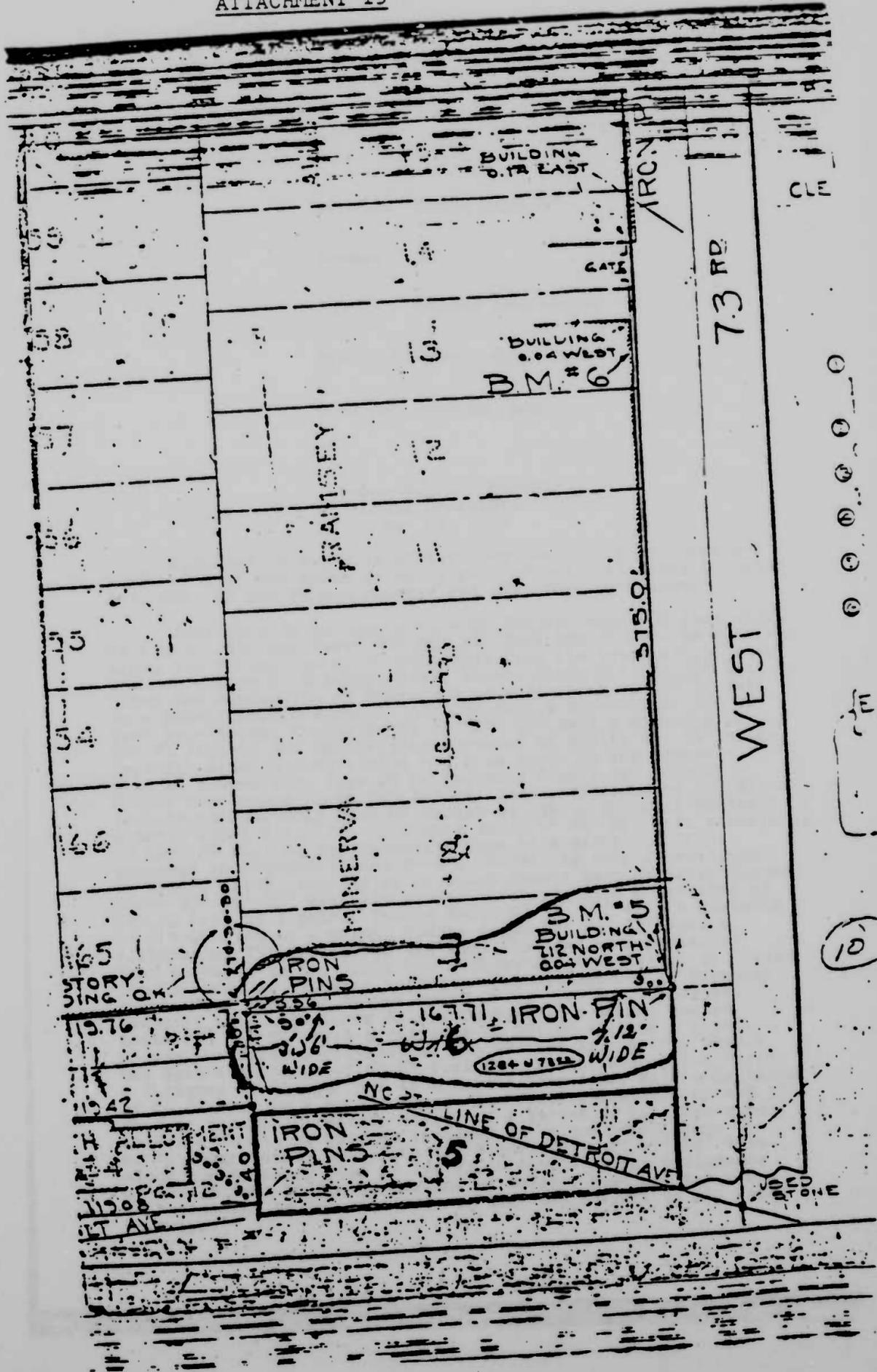
CLARE FAHRNER, Attorney at Law
Notary Public - State of Ohio
Commission Expires on or before 12/31/76
Section 14223 L.R.

785873 / 100
WARRANTY DEED
FROM
EXCELSTOR VARNISH, INC. a corporation
TO
UNION CARBIDE CORPORATION
a New York corporation
RECORDED FOR RECORD
MARK HEELBOY
COUNTY RECORDER
MAY 31 1974
COUNTY RECORDS
1974-29
RECORDED FOR TRANSFER
MAY 29 1974
COUNTY AUDITOR
3415519
1864-413308

ATTACHMENT 15



ATTACHMENT 15



ATTACHMENT 16
WESTLAKE JOINT VENTURE
WESTLAKE, OHIO

BOOK 500 PAGE 681

Division: Battery Products

Grantee: UCC

Grantor: Westlake Joint Venture

Date of Agreement: May 30, 1980

Location: WESTLAKE, OHIO

Union Carbide Parcel
Legal Description
May 22, 1980

Situated in the City of Westlake, County of Cuyahoga and State of Ohio and known as being part of Original Dover Township Lots Nos. 68 and 78 and bounded and described as follows:

Beginning in the centerline of Detroit Road, 60 feet wide, at a point distant North $81^{\circ} 22' 30''$ East 490.20 feet as measured along the centerline of Detroit Road from its intersection with the centerline of Columbia Road; Thence North $81^{\circ} 22' 30''$ East along the centerline of Detroit Road a distance of 164.71 feet to a point; Thence South $1^{\circ} 07' 02''$ East a distance of 700.90 feet to a point; Thence North $89^{\circ} 14' 43''$ East a distance of 707.71 feet to the Southwesterly corner of Sublot No. 41 in the Westhill Estates Subdivision No. 2 as shown on the recorded plat in Volume 155, Page 29 of Cuyahoga County Map Records; Thence continuing North $89^{\circ} 14' 43''$ East a distance of 395.61 feet to the Westerly line of Sublot No. 34 in the said Westhill Estates Subdivision No. 2; Thence South $0^{\circ} 41' 02''$ West a distance of 1052.55 feet to the Northerly line of a parcel of land conveyed to Raymond L. and Erma L. Eifel, by deed as recorded in Volume 12142, Page 89 of Cuyahoga County Deed Records; Thence South $88^{\circ} 55' 30''$ West along said Northerly line a distance of 365.02 feet to a point; Thence South $0^{\circ} 43' 10''$ West a distance of 100.00 feet to a point; Thence South $88^{\circ} 55' 30''$ West a distance of 731.36 feet to the Easterly line of a parcel of land conveyed to the Young Men's Christian Association of Cleveland by deed as recorded in Volume 10905, Page 651 of Cuyahoga County Deed Records; Thence North $0^{\circ} 43' 10''$ East along said Easterly line a distance of 100.00 feet to a point; Thence South $88^{\circ} 55' 30''$ West a distance of 157.80 feet to a point; Thence Due North a distance of 355.00 feet to a point; Thence Due West a distance of 60.87 feet to a point; Thence Due North a distance of 260.35 feet to a point; Thence Due East a distance of 60.87 feet to a point; Thence Due North a distance of 443.95 feet to the Southeasterly corner of a parcel of land conveyed to Frank Dindia by deed as recorded in Volume 10904, Page 65 of Cuyahoga County Deed Records; Thence North $1^{\circ} 07' 02''$ West along the Easterly line of the Frank Dindia parcel a distance of 678.35 feet to the centerline of Detroit Road and the place of beginning, be the same more or less but subject to all legal highways.

ATTACHMENT 16

BOOK 500 PAGE 652

60 Ft. Driveway Easement

Legal Description

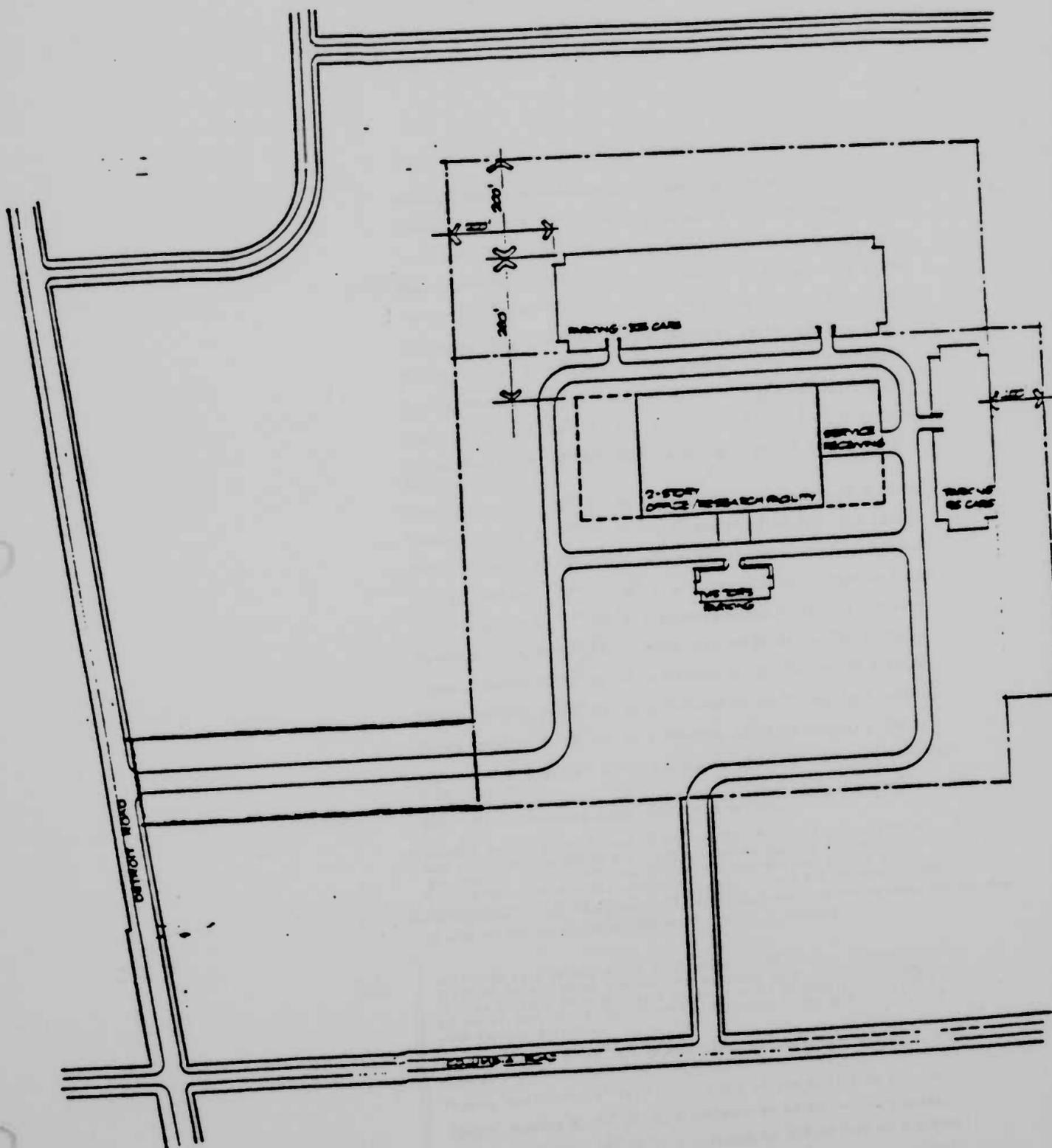
May 23, 1980

Situated in the City of Westlake, County of Cuyahoga and State of Ohio and known as being part of Original Dover Township Lot No. 68 and bounded and described as follows:

Commencing at the intersection of the centerline of Detroit Road, 60 feet wide, with the centerline of Columbia Road, 60 feet wide; Thence Due South along the centerline of Columbia Road a distance of 988.87 feet to a point; Thence Due East a distance of 30.00 feet to the Easterly line of Columbia Road and the principal place of beginning of land herein described; Thence Due East a distance of 467.87 feet to a point; Thence Due South a distance of 50.00 feet to a point; Thence Due West a distance of 467.87 feet to the Easterly line of Columbia Road; Thence Due North along the Easterly line of Columbia Road a distance of 50.00 feet to the principal place of beginning, be the same more or less but subject to all legal highways.

ATTACHMENT 16
EXHIBIT B - SITE PLAN

500' 500' PAGE 653



ATTACHMENT 17- MARIETTA, OH

Page 4

~~Thence, running N. 35° 25' W. a distance of 220.87 feet to a stake;~~
 Thence, running N. 36° 10' W. a distance of 96.62 feet to a stake;
 Thence, running N. 43° 18' W. a distance of 71.45 feet to a stake;
 Thence, running N. 46° 45' W. a distance of 70.02 feet to a stake;
 Thence, running N. 55° 00' W. a distance of 48.83 feet to a stake;
 Thence, running N. 63° 25' W. a distance of 49.19 feet to a stake;
 Thence, running N. 68° 37' W. a distance of 49.40 feet to a stake;
 Thence, running N. 76° 14' W. a distance of 50.45 feet to a stake;
 Thence, running N. 83° 14' W. a distance of 101.71 feet to a stake;
 Thence, running N. 88° 49' 30" W. a distance of 341.07 feet to a stake;
 Thence, running S. 88° 51' W. a distance of 100.02 feet to a stake;
 Thence, running S. 84° 14' W. a distance of 99.50 feet to a stake;
 Thence, running S. 82° 35' W. a distance of 100.84 feet to a stake;
 Thence, running S. 77° 13' 30" W. a distance of 99.46 feet to a stake;
 Thence, running S. 71° 55' W. a distance of 96.77 feet to a stake;
 Thence, running S. 64° 13' W. a distance of 99.84 feet to a stake;
 Thence, running S. 59° 08' W. a distance of 101.36 feet to a stake;
 Thence, running S. 50° 21' W. a distance of 93.71 feet to a stake;
 Thence, running S. 43° 40' W. a distance of 99.66 feet to a stake;
 Thence, running S. 29° 25' W. a distance of 249.27 feet to a two-inch pipe fence post;
 Thence, running N. 10° 10' 40" W. a distance of 431.01 feet to the place of beginning, containing 3.363 acres, more or less.

Subject to the right-of-way of the C&O-B&E Railroad and reserving and excepting therefrom the right for Union Carbide Corporation, its agents, contractors, successors and assigns and Gulf Oil Corporation, its agents, contractors, successors and assigns to use the existing roadways and railroad track.

RESERVING AND EXCEPTING THEREFROM THE FOLLOWING PARCELS:

EL 1:

BEGINNING at a point, which point bears S. 20° 31' 00" W. a distance of 2,793.08 feet from an old concrete monument with 12-inch ash and 14-inch hickory pointers, said monument also located at the common corner of Sections 8, 9, 14 and 15, Township 2, Range 9 of the Ohio Land Company purchase:
 Thence, running S. 74° 31' W. a distance of 556.50 feet with the north edge of a plant road to a point;
 Thence, running N. 15° 29' W. a distance of 170.00 feet to a point;
 Thence, running N. 74° 31' E. a distance of 63.00 feet to a point;
 Thence, running N. 15° 29' W. a distance of 232.50 feet to a point;
 Thence, running S. 74° 31' W. a distance of 93.50 feet to a point;

Thence, running N. 15° 29' W. a distance of 325.00 feet to a point;

Thence, running N. 74° 31' E. a distance of 587.00 feet to a point;

Thence, running S. 15° 29' E. a distance of 727.50 feet to the place of beginning. Containing 9.1855 acres, more or less, being 2.20 ac. in Lot 523; 2.90 ac. in Lot 524; 0.65 ac. in Lot 528; 2.28 ac. in Lot 529; 0.18 ac. in Lot 534; all in Section 14; and 0.9655 ac. in Fractional Section 8, Town 2, Range 9.

PARCEL 2:

BEGINNING at a point, which point bears S. 16° 54' E. a distance of 2,755.80 feet from an old concrete monument with 12-inch ash and 14-inch hickory pointers, said monument also located at the common corner of Sections 8, 9, 14 and 15, Township 2, Range 9 of the Ohio Land Company purchase;

Thence, running S. 74° 31' W. along the northerly right-of-way of the C&O-B&O Railroad a distance of 368.03 feet to a point;

Thence, running N. 15° 29' W. a distance of 398.00 feet to a point;

Thence, running N. 74° 31' E. a distance of 301.00 feet to a point in the westerly property line of Gulf Oil Corporation property;

Thence, running along the westerly property line of Gulf Oil Corporation S. 25° 11' E. a distance of 403.77 feet to the place of beginning. Containing 3.0516 acres, more or less, being all in Fractional Section 8, Town 2, Range 9.

PARCEL 3:

BEGINNING at a point, which point bears S. 17° 18' W. a distance of 2,209.31 feet from an old concrete monument with 12-inch ash and 14-inch hickory pointers, said monument also located at the common corner of Sections 8, 9, 14 and 15, Township 2, Range 9 of the Ohio Land Company purchase;

Thence, running S. 84° 05' W. 524.44 feet to a point;

Thence, running N. 5° 53' E. 821.49 feet to a point;

Thence, running S. 65° 37' E. 450.00 feet to a point.

Thence, running N. 24° 23' E. 59.00 feet to a point;

Thence, running S. 27° 3' E. 130.00 feet to a point.

Thence, running S. 15° 37' E. 326.00 feet to a point;

Thence, running S. 45° 53' W. 190.00 feet to a point;

Thence, running S. 15° 37' E. 75.00 feet to the place of beginning. Containing 8.555 acres, more or less, being 1.655 ac. in Lot 529; 4.21 ac. in Lot 534; and 2.79 ac. in Lot 539; all in Section 14, Town 2, Range 9. Granting to Grantee, however, an easement for an existing 10-inch sludge line. Should Grantor, at any time during Grantee's use of the sludge pipeline deem it necessary to relocate the said pipeline, Grantor shall give the Grantee notice of such need and the Grantee shall, within 60 days, relocate the said pipeline at the Grantee's sole expense.

PARCEL 4:

BEGINNING at a point, which point bears S. 42° 25' W. a distance of 2,710.00 feet from an old concrete monument with 12-inch ash and 14-inch hickory pointers, said monument also located at the common corner of Sections 8, 9, 14 and 15, Township 2, Range 9 of the Ohio Land Company purchase;

Thence, running S. 74° 31' W. a distance of 267.00 feet to a point;

Thence, running N. 15° 33' W. a distance of 73.00 feet to a point;

Vol. 534 PAGE 440

Thence, running N. 60° 29' 48" E. a distance of 275.28 feet to a point;

Thence, running S. 15° 25' E. a distance of 140.00 feet to the place of beginning. Containing 0.6528 acres, more or less, being 0.0367 ac. in Lot 355, and 0.6161 ac. in Lot 354, all in Section 14, Town 2, Range 9.

5: BEGINNING at a point, which point bears S. 45° 27' E. a distance of 3,743.83 feet from an old concrete monument with 12-inch ash and 14-inch highway pointers, said monument also located at the common corner of Sections 8, 9, 14 and 15, Township 2, Range 9 of the Ohio Land Company purchase;

Thence, running S. 31° 47' E. a distance of 82.00 feet to a point in the edge of the water of the Ohio River;

Thence, running downstream with the edge of the water of the said Ohio River S. 51° 18' W. 500.00 feet to a point;

Thence, leaving the water's edge of the said Ohio River running N. 31° 47' W. a distance of 23.00 feet to a point;

Thence, running N. 51° 47' E. a distance of 500.00 feet to the place of beginning. Containing 0.9114 acres, more or less, being all in Fractional Section 8, Town 2, Range 9.

6: RESERVING for ourselves all right, title and interest to Wells #1 and #2 located at the UCC Metals Division co-ordinates 1,749.00 south 1,578.57 east and 1015.80 south 1752.15 east respectively as shown on the attached map along with the rights to maintain, operate, use and install above and below ground pumps, fixtures and other appurtenances as may be required.

Surveyed and approved by Harold W. Field, W. Va. Professional Engineer #631, and Robert C. Helen, Jr., Ohio Professional Surveyor #506245.

FURTHER RESERVING, however, to the Grantor, its successors and

assigns a non-exclusive perpetual right-of-way and easement on, over, under, across and through the hereinafter described parcels of land to construct, use, maintain, repair, replace, operate and relocate such service, utility and electrical lines as may be required, together with the ownership of all utility and service lines located now or in the future within the reserved easements and with the reasonable right of ingress and egress over and upon the lands herein conveyed with all necessary machinery, equipment and labor to exercise the rights herein reserved. The exercise of such rights of ingress and egress shall not unreasonably interfere with Grantee's use of the herein described lands:

JUL 01 1951

Harold W. Field
V. Surveyor
Ohio County
Engineer

RECORDED
TRANSFERED
TAXES \$ 2.50
JUL 1 1951
ALL RECORDS COMPILED WITH
IN AMOUNT \$ 1.00
HARRY E. PETTIT
AUSTIN, OHIO
BY

JEC 0461g 3/22/86

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 2 - Excluded Real Property

Part 2 describes real property used in connection with the Businesses which is not being transferred to Buyer pursuant to Article 1.1(i) (the "Excluded Real Property"). All rights, title and interest therein will be retained by Seller, except to the extent provided by Seller to Buyer under ancillary agreements described in the Agreement or this Schedule I, Part 2.

JEC 04619 3/22/86

Page 2 of 2

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 2 - Excluded Real Property (Cont.)

544 Aldeberan Street
Altamira
Guaynabo, Puerto Rico 00657
Portion of space currently occupied by Battery Products
Division - Office 948 square feet
Warehouse 6,600 square feet

At the Closing, Seller will either assign to Buyer that portion of its lease concerning space utilized by Battery Products or Buyer and Union Carbide Puerto Rico, Inc. will enter into an ancillary agreement with respect to such space.

1300 Lower Road
Linden, N.J. 07036
(Linden Warehouse)
Portion of space currently occupied by Battery Products - 2500 sq. ft. of 175,000 sq. ft. leased by Union Carbide.
At the Closing, Buyer and Seller will enter into an ancillary lease agreement with respect to such space.

BOOK 500 PAGE 650

JEC 0461g 3/22/86

Page 1 of 1

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 3 - Mortgages, Liens, Encumbrances and Other Restrictions
Pertaining to Real Property

[Part 3 - to be provided at a later date]

JEC 0461g 3/22/86

Page 1 of 2

DISCLOSURE SCHEDULE IREAL PROPERTYPart 2 - Excluded Real Property

The following real properties shared with other with other businesses of Seller:

39 Old Ridgebury Road
Danbury, Connecticut 06817-001
(Corporate Headquarters)
Portion of space currently occupied by Battery Products - A2, A3 and B2 pods, as well as space occupied by PanAmeric Battery personnel located in the J3 pod. The space currently charged to the Battery Business in the A2, A3 and B2 pod is 43,927 square feet. At the Closing, Buyer and Seller will enter into an ancillary lease and services agreement with respect to such space.

13930 N. Dale Mabry Highway
Suite 1 Building 2
Tampa, Florida 33618
(Southeastern Sales office - lease shared with Home and Automotive Products Division, which is primary tenant).
At the Closing, Seller will either assign to Buyer that portion of the lease concerning space utilized by Battery Products or Buyer and Seller will enter into an ancillary sublease agreement with respect to such space.

308 Harper Drive - Corporate Facility
Moorestown, New Jersey 08057
Portion of space currently occupied by Battery Products Division is 918 square feet.
At the Closing, Buyer and Seller will enter into an ancillary lease and services agreement with respect to such space.

BOOK 500 PAGE 671

JEC 0461g 3/22/86

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 5 - Inventory Warehouses

Part 5 is a description of those public and private warehouses used by Seller in connection with the Battery Products Businesses for the storage of inventory.

BOOK 500 PAGE 692

JEC 0461g 3/22/86

Page 1 of 1

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 4 - Claims, Litigation and Other Proceedings Pertaining to
Real Property

None

BOOK 500 PAGE 002

JEC 04619 3/22/86

Page 1 of 1

DISCLOSURE SCHEDULE I

REAL PROPERTY

Part 4 - Claims, Litigation and Other Proceedings Pertaining to
Real Property

None

ADDENDUM TO DISCLOSURE SCHEDULE I

REAL PROPERTY

RE: Part 1A - Owned Real Property

Add the following:

<u>Grantor</u>	<u>Description</u>	<u>Date</u>
18. City of Fremont	1 Parcel- Sardusky County Fremont, OH Outlot 302 (formerly Outlots 284-287, inclusive 4325-4331 inclusive)	January 30, 1914
19. National Carbon Company	62.81 + acres St. Albans, VT (See Attachment 19)	December 31, 1949

RE: Part 1B - Leased Real Property

Correction made to the following:

<u>Lessor</u>	<u>Leased Premises</u>	<u>Term</u>
7. Mutual Life Insurance Co. of New York	7900 78th Street Suite 254 Edina, <u>Minnesota</u>	3/1/85-2/29/88

ATTACHMENT 18
CITY OF FREMONT
FREMONT, OH

BOOK 500 PAGE 805

KNOW ALL MEN BY THESE PRESENTS:

That NATIONAL CARBON COMPANY, INC., a corporation organized and existing under the laws of the State of New York, the Grantor, in consideration of Ten Dollars (\$10.00) and other valuable considerations received to its full satisfaction of UNION CARBIDE AND CARBON CORPORATION, a corporation organized and existing under the laws of the State of New York, whose tax mailing address is 30 East 42nd Street, New York 17, N. Y., the Grantee, does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described premises all situated in the County of Sandusky and State of Ohio:

PARCEL NO. 1. Situated in the City of Fremont, County of Sandusky and State of Ohio, and known as being Outlot No. 302, as per plat recorded on January 30th, 1914, in Vol. 7, page 45, Maps of Records of Sandusky County, said Outlot No. 302 being formerly Outlots Nos. 284 to 287, inclusive, and Inlots Nos. 4325 to 4331, inclusive;

PARCEL NO. 2. Situated in the City of Fremont, County of Sandusky and State of Ohio, and known as the whole of Outlot No. 1;

PARCEL NO. 3. Situated in the City of Fremont, County of Sandusky and State of Ohio, and known as being the whole of Inlot No. 1118;

being the same premises conveyed to the Grantor by National Carbon Company, a corporation organized and existing under the laws of the State of New Jersey, by deed dated April 30, 1917, and recorded in the Recorder's Office, Sandusky County, on June 2, 1917, in Vol. 108, page 31.

TO HAVE AND TO HOLD the above granted and bargained premises with the appurtenances thereto belonging unto the said Grantee, its successors and assigns, forever, and said Grantor does, for itself and its successors, covenant with the said Grantee, its successors and assigns, that at and until the ensembling and delivery of these presents it is well seized of the above described premises, has a good and indefeasible estate in fee simple and has good right to bargain and sell the same in manner and form as above written, that the same are free and clear of all encumbrances

ATTACHMENT TO

BOOK 500 PAGE 696

Vol 180

whatsoever except taxes and assessments which the Grantee hereby assumes and agrees to pay, and that it will warrant and defend said premises with the appurtenances thereto belonging unto the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever except as above.

IN WITNESS WHEREOF, NATIONAL CARBON COMPANY, INC., the Grantor, has caused this instrument to be executed by its Vice President and Assistant Secretary thereto duly authorized and its corporate seal to be hereto affixed this 31st day of December, A. D. 1949.

NATIONAL CARBON COMPANY, INC.

By [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

STATE OF NEW YORK |
 | ss.:
COUNTY OF NEW YORK |

Before me, a Notary Public in and for said County and State, personally appeared [Signature] and [Signature] known to me to be the persons who, as Vice President and Assistant Secretary, respectively, of NATIONAL CARBON COMPANY, INC., which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign said instrument in the name and on behalf of said corporation as such officers, respectively; that the same is the free act and deed of such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereto by its Board



VOL 186 PAGE 16

of Directors and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at New York, New York, this 31st day of December, 1949.

CHARLES A. FALCONI
Notary Public, State of New York
Residence: ...
Comm. Expires: ...

Charles A. Falconi

This deed given to confirm the transfer of properties by merger of National Carbon Company, Inc. into Union Carbide and Carbon Corporation. No consideration paid and no U. S. Internal Revenue Stamps required.

RECEIVED FOR RECORD
JAN 13 1950
In ...
Volume ... Page ...
Recorder



ATTACHMENT 19
NATIONAL CARBON COMP.
ST. ALBANS, VT

BOOK 500 PAGE 600
257-1

30.28 Acres

(1)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that I, CLARA F. SEYMOUR (widow) of St. Albans Town in the County of Franklin and State of Vermont, grantor, in consideration of the sum of one dollar and other good and valuable considerations paid to my full satisfaction by NATIONAL CARBON COMPANY, INC., a New York corporation with its principal office in the City, County, and State of New York, grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantee, National Carbon Company, Inc., and its successors and assigns forever, a certain piece of land in St. Albans in the County of Franklin and State of Vermont, described as follows:

Beginning at a point marked by an iron pipe on the easterly side of the St. Albans-Highgate Highway, which point marks the southwest corner of the Brown farm, so-called, and the northwest corner of that part of a meadow owned by Clara F. Seymour which is being conveyed hereby; thence in a southerly direction a distance of 1000 feet along the easterly side of the St. Albans-Highgate highway and continuing along said highway after it intersects the St. Albans-Swanton highway (U. S. Route 7) to an iron pipe; thence south 81 degrees 44 minutes east (true bearing) a distance of 1756 feet to a point on the westerly side of the Richford branch of the Central Vermont Railroad marked by an iron pipe; thence north 44 degrees 52 minutes east along the westerly line of said railroad a distance of 416 feet to a point marked by an iron post, which point marks the division point between the Brown and Seymour farms adjacent to the railway line; thence north 62 degrees 43 minutes west (true bearing) along the division line between the Brown and Seymour farms a distance of 2155 feet to the place of beginning.

The aforesaid described parcel is shown on a plan thereof entitled "Plot of land, Parcel One, of Clara F. Seymour, St. Albans, Vermont, December 1944" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said granted premises, with all the privilege and appurtenances thereof, to the said grantee, National Carbon Company, Inc., its successors and assigns, to their own use and behoof forever; and I, the said grantor, Clara F. Seymour (widow), for myself and my heirs, executors

Parcel 1

and administrators, do covenant with the said grantee, National Carbon Company, Inc., its successors and assigns, that until the enrolling of these presents I am the sole owner of the premises and have good right and title to convey the same in manner aforesaid, they they are FREE FROM EVERY ENCUMBRANCE, and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF I hereunto set my hand and seal this 15th day of December, 1944.

Signed, sealed and delivered in presence of

Philip S. Seymour *Clara F. Seymour* (Seal)
Francis E. Morrissey

State of Vermont

Franklin County, ss.

At St. Albans this 15th day of December, 1944, CLARA F. SEYMOUR personally appeared, and she acknowledged this instrument, by her sealed and subscribed, to be her free act and deed.

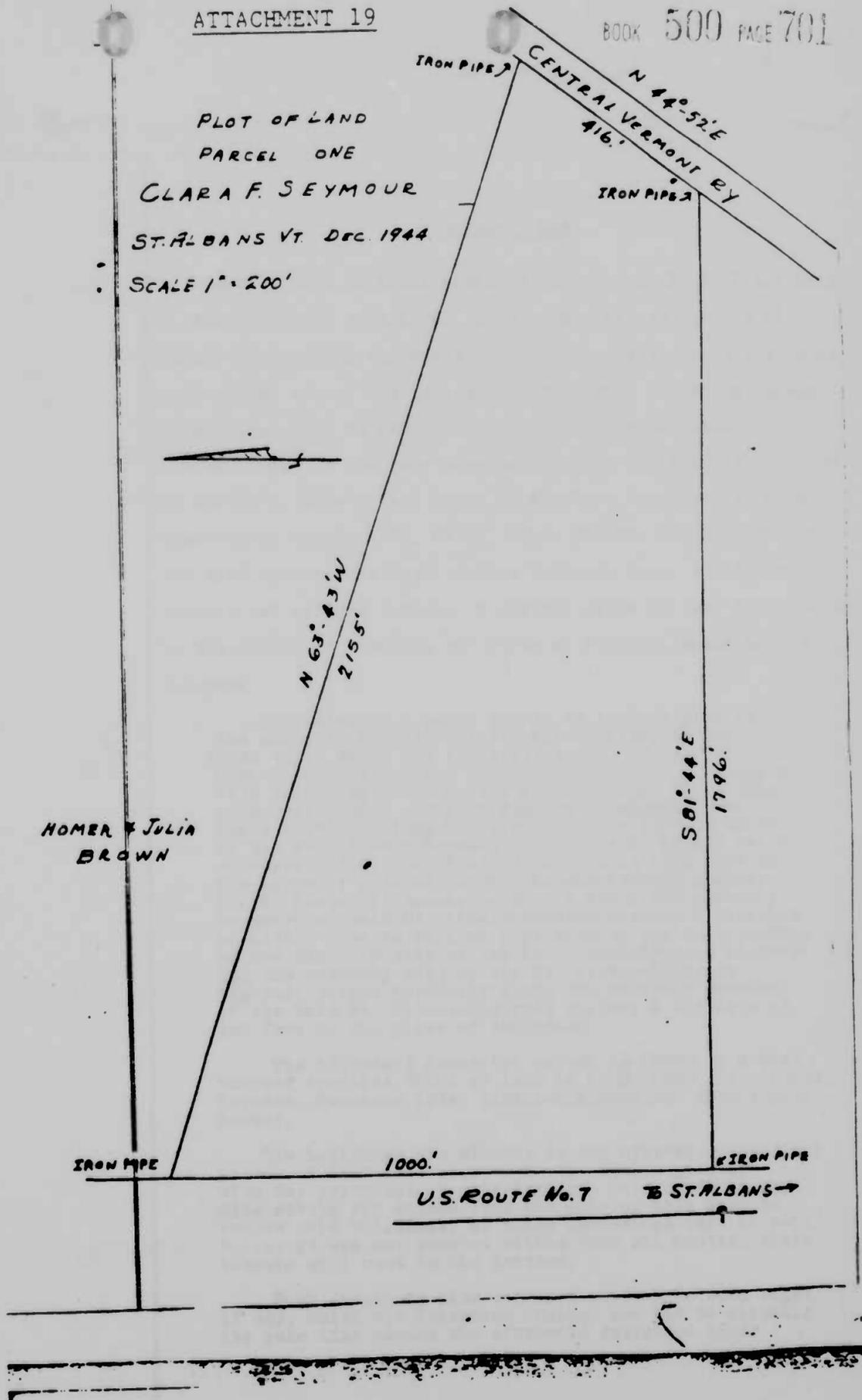
Before me *Francis E. Morrissey*
Notary Public



ATTACHMENT 19

BOOK 500 PAGE 701

PLOT OF LAND
PARCEL ONE
CLARA F. SEYMOUR
ST. ALBANS VT. DEC. 1944
SCALE 1" = 200'



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that we, R. D. WOOD and ETTA M. WOOD, wife of said R. D., both of St. Albans Town in the County of Franklin and State of Vermont, grantors, in consideration of the sum of one dollar and other good and valuable considerations paid to our full satisfaction by NATIONAL CARBON COMPANY, INC., a New York corporation with its principal office in the City, County, and State of New York, grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantee, National Carbon Company, Inc., and its successors and assigns forever, a certain piece of land in St. Albans in the County of Franklin and State of Vermont, described as follows:

Beginning at a point marked by an iron pipe on the westerly side of the St. Albans-Highgate road, which point marks the southeast corner of land of Howard Bronson and the northeast corner of a parcel of land belonging to R. D. and Etta M. Wood, the within grantors; thence north 79 degrees 37 minutes west (true bearing) along the division line between lands of the said Howard Bronson and the lands hereby being conveyed a distance of 631.2 feet to an iron pipe on the easterly side of the St. Albans-Swanton highway (U. S. Route 7); thence southerly along the easterly boundary of said St. Albans-Swanton highway a distance of 1173.7 feet to an iron pipe marking the intersection of the easterly side of the St. Albans-Swanton highway and the westerly side of the St. Albans-Highgate highway; thence northerly along the westerly boundary of the said St. Albans-Highgate highway a distance of 957 feet to the place of beginning.

The aforesaid described parcel is shown on a plan thereof entitled "Plot of land of R. D. Wood, St. Albans, Vermont, December 1944" attached hereto and made a part hereof.

The buildings now situate on the aforesaid described parcel of land are reserved to the within grantors with the privilege of entering upon said lands at any time within six months from the date of this deed to remove said buildings, it being understood that if said buildings are not removed within such six months, title thereto will vest in the grantee.

Such parcel is also conveyed subject to such right, if any, which the Telephone Company now has to maintain its pole line across the aforesaid described land.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said grantee, National Carbon Company, Inc., its successors and assigns, to their own use and behoof forever; and we, the said grantors, R. D. Wood and Etta M. Wood, wife of the said R. D., for ourselves and our heirs, executors and administrators, do covenant with the said grantee, National Carbon Company, Inc., its successors and assigns, that until the ansealing of these presents we are the sole owners of the premises and have good right and title to convey the same in manner sforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as hereinbefore set forth, and we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as hereinbefore set forth.

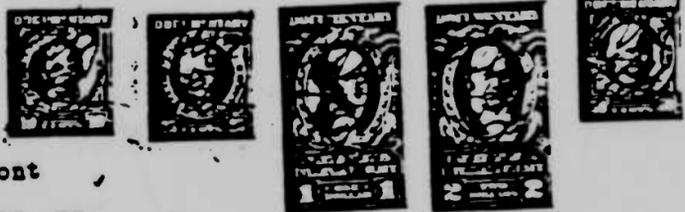
IN WITNESS WHEREOF we hereinto set our hands and seals this 15th day of December, 1944.

Signed, sealed and delivered in presence of

George C. Suorslak
Francis E. Morrissey

R. D. Wood (Seal)

Etta M. Wood (Seal)



State of Vermont
Franklin County, ss.

At St. Albans this 15th day of December, 1944, R. D. WOOD and ETTA M. WOOD personally appeared, and they acknowledged this instrument, by them sealed and subscribed, to be their free act and deed.

Before me Francis E. Morrissey
Notary Public

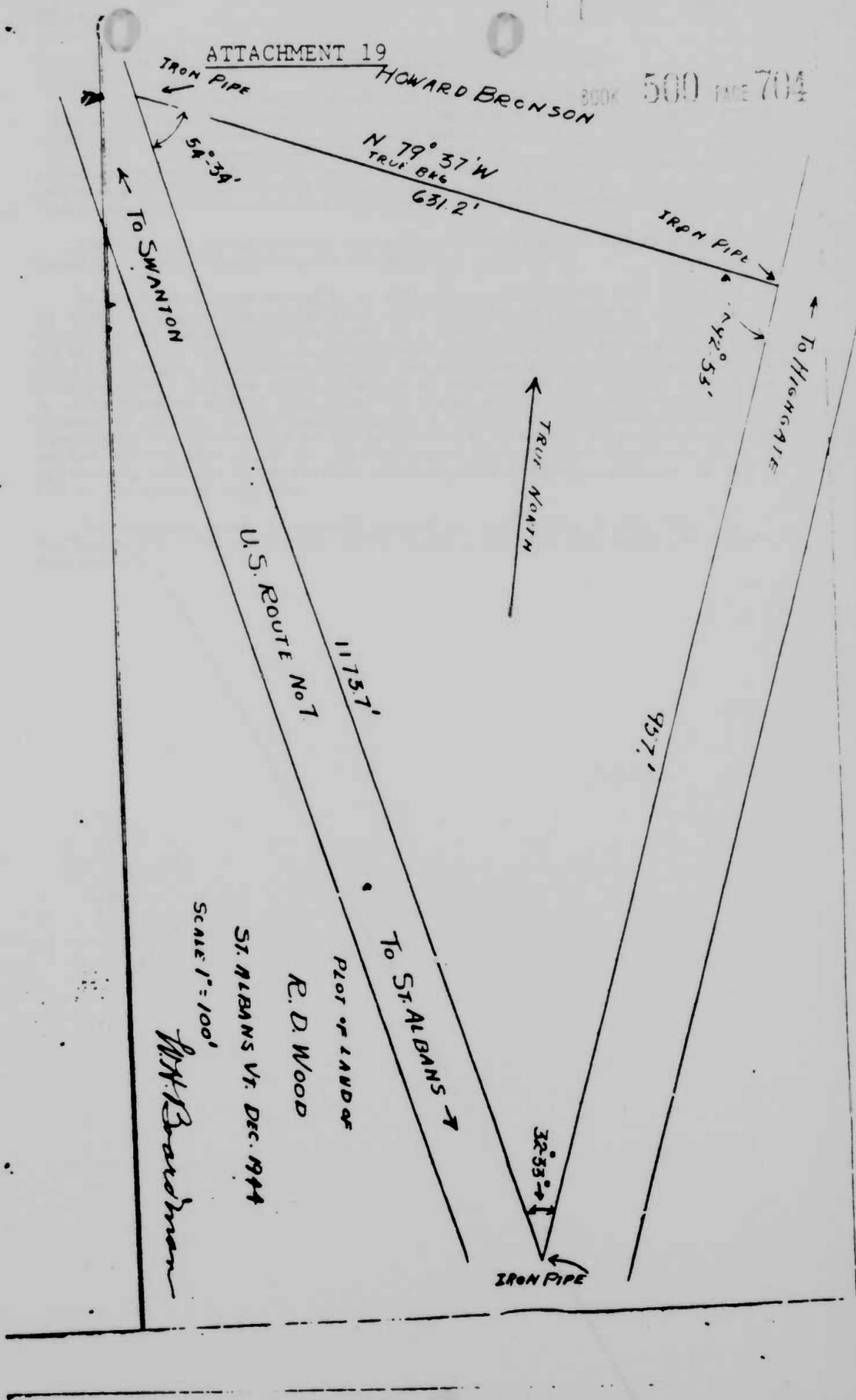
ATTACHMENT 19

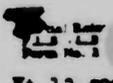
HOWARD BRONSON

BOOK

500

PAGE 704





Vt 13-500-C357
Rel 11/11/44

Know All Men by These Presents

That The Federal Land Bank of Springfield, acting for itself and as agent of the Land Bank Commissioner and Federal Farm Mortgage Corporation of Washington, D. C., the holders of certain mortgages recorded in the office of town of St. Albans, County of Franklin, State of Vermont, in Book XI of Mortgages at Page 99-100, and in Book XII of Mortgages at Page 106-107 in consideration of One Dollar (\$1.00) and other valuable consideration to it paid, does hereby release from the lien of said mortgages, quitclaim and convey to Romeo D. Wood & Etta M. Wood, St. Albans, Vermont, heirs and assigns forever, that portion of the premises covered by the said mortgages, which is described as follows:

The following parcel of land, situated in the Town of St. Albans, County of Franklin, State of Vermont bounded and described as follows:

Beginning at a point marked by an iron pipe on the westerly side of the St. Albans-Highgate Road, which point marks the southeast corner of land of Howard Bronson and the northeast corner of a parcel of land belonging to E. D. and Etta M. Wood, the within named releasees; thence north 79° 37' west (true bearing) along the division line between lands of the said Howard Bronson and the lands hereby being released a distance of 631.2 feet to an iron pipe on the easterly side of the St. Albans-Swanton highway (U.S. Route 7); thence southerly along the easterly boundary of said St. Albans-Swanton highway a distance of 1173.7 feet to an iron pipe marking the intersection of the easterly side of the St. Albans-Swanton highway and the westerly side of the St. Albans-Highgate highway; thence northerly along the westerly boundary of the said St. Albans-Highgate highway a distance of 957 feet to the place of beginning.

The foregoing parcel is released subject to such right, if any, which the New England Tel & Tel company now has to maintain its pole line across the afore-said property.

*Witness
St Albans
Vt
Dec*



RETAINING AND HOLDING the remainder of said mortgaged premises as security for the payment of said mortgages, according to the conditions thereof.

IN WITNESS WHEREOF, said The Federal Land Bank of Springfield acting for itself and in its capacity aforesaid, under power of attorney dated July 13, 1934, and recorded on Nov. 3, 1938 in the Office of the Clerk of St. Albans, County of Franklin State of Vermont in Book 9, Page 492, has caused its own corporate seal to be affixed to these presents and the same to be signed by its Asst. Vice Pres. this 28th day of December 19 44

Allyn D. Sabodge
Barbara Caldwell
Commonwealth of Massachusetts
County of Hampden ss.

THE FEDERAL LAND BANK OF SPRINGFIELD
By *Harold F. Johnson*

On this 28th day of December 19 44 before me personally came Harold F. Johnson to me known and known to me to be the Asst. Vice Pres. of The Federal Land Bank of Springfield, the corporation described in and which executed the foregoing instrument, which corporation is known to me to be the duly authorized agent of the Land Bank Commissioner and Federal Farm Mortgage Corporation described in and which by said agent executed the foregoing instrument; and the said Harold F. Johnson being by me duly sworn did depose and say that he resides in Springfield, Massachusetts; that he is Asst. Vice Pres. of The Federal Land Bank of Springfield, the corporation acting individually and as agent described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order and that said seal was affixed and said instrument was executed by him as the free act and deed of said Federal Land Bank, both individually and in its capacity aforesaid.

bed

Allyn D. Sabodge
Notary Public

23F-1H

PARTIAL RELEASE

Federal Land Bank of Springfield

To

Roscoe D. Wood and Rita M. Wood

Received in the
County of *Franklin* at the
day of *April* A.D. 19*45*
at *9* o'clock in the *A.M.*
and recorded in Book *XI*
of Deeds, page *259*
Allyn D. Sabodge
Clerk

RECORD AND RETURN TO

Robert T. J. E. Manning
1300

St. Albans

3

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that I, CLARA F. SEYMOUR (widow) of St. Albans Town in the County of Franklin and State of Vermont, grantor, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to my full satisfaction by NATIONAL CARBON COMPANY, INC., a New York corporation with its principal office in the City, County, and State of New York, grantee, by these presents do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said grantee, NATIONAL CARBON COMPANY, INC., and its successors and assigns forever, certain land in St. Albans in the County of Franklin and State of Vermont, described as follows:

x 3
Beginning at a point on the easterly side of the St. Albans-Swanton road (U.S. Route 7), which point is marked by an iron pipe driven in the ground 1000 feet southerly of the southwest corner of the Brown farm, so-called, and which point also marks the southwest corner of a parcel of land conveyed December 15, 1944 by Clara F. Seymour to National Carbon Company, Inc.; thence in a southerly direction along the easterly side of said St. Albans-Swanton highway a distance of 728 feet to an iron post; thence south 81 degrees 44 minutes east (true bearing) a distance of 1256 feet to an iron pipe in the westerly line of the Richford branch of the Central Vermont Railroad; thence north 44 degrees 52 minutes east (true bearing) along the westerly line of said railroad right of way a distance of 903 feet to a point marked by an iron pipe, which point marks the southeast corner of the parcel of land conveyed by said Seymour to the within grantee as aforesaid; thence north 81 degrees 44 minutes west (true bearing) along the southerly line of the parcel as conveyed by Seymour to National Carbon a distance of 1796 feet to the place of beginning.

The aforesaid described parcel is shown on a plan thereof entitled "Plot of land, Parcel Two, of Clara F. Seymour, St. Albans, Vermont, December, 1944" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said grantee, NATIONAL CARBON COMPANY, INC., its successors and assigns, to their own use and behoof forever; and I, CLARA F. SEYMOUR, the

5000 500 10-718

said grantor, for myself and my _____s, executors, and administrators, do covenant with the said grantee, NATIONAL CARBON COMPANY, INC., its successors and assigns, that until the ensealing of these presents I am the sole owner of the premises and have good right and title to convey the same in manner aforesaid; that they are FREE FROM EVERY ENCUMBRANCE; and I hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever.

IN WITNESS WHEREOF I hereunto set my hand and seal this
15th day of August, 1945.

Signed, sealed and delivered
in presence of

Philip S. Seymour
Francis E. Morrissey

Clara F. Seymour (Seal)

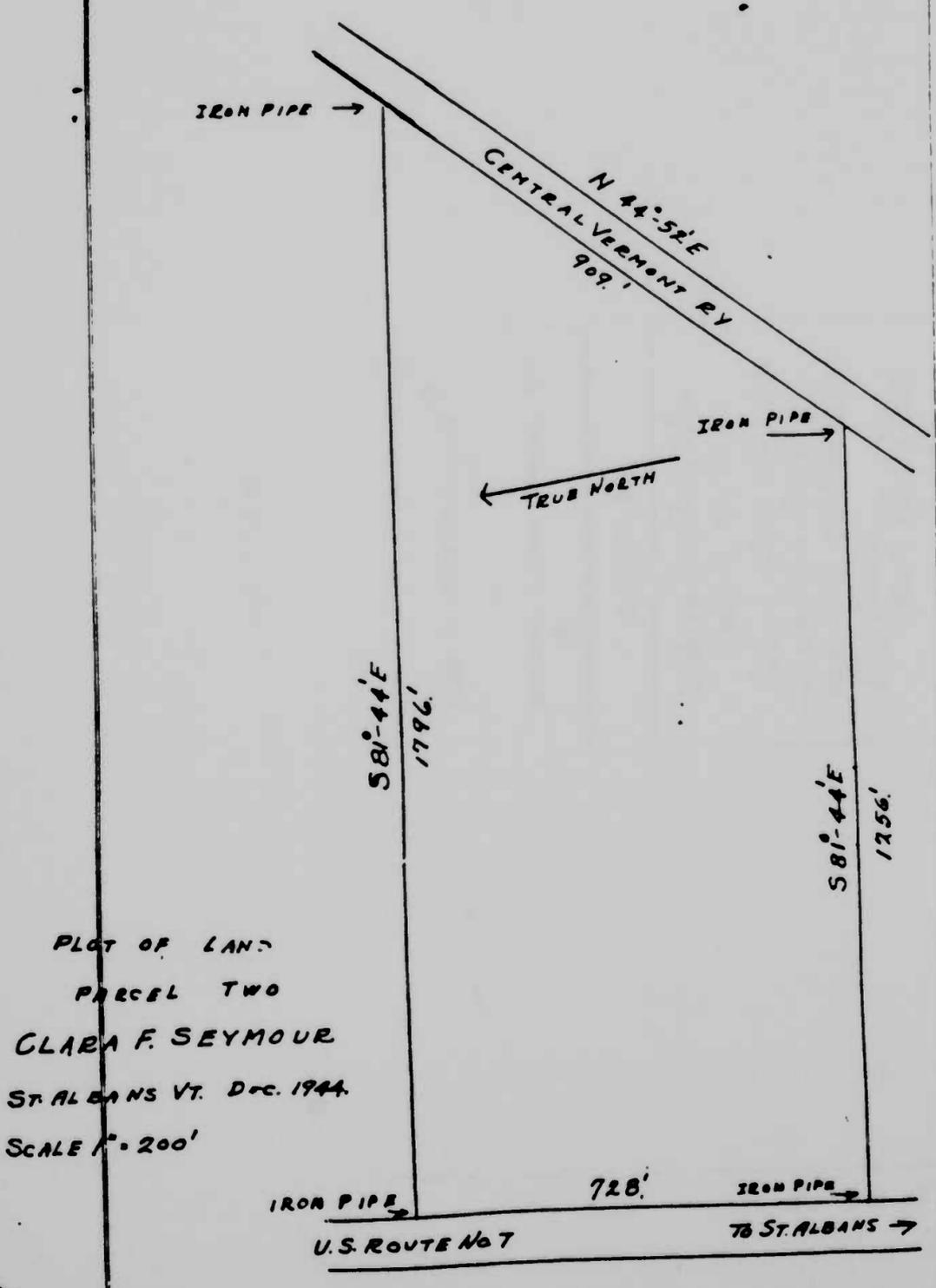


State of Vermont

Franklin County, ss.

At St. Albans in said County this 15th day of August, 1945, before me, personally appeared CLARA F. SEYMOUR, and she acknowledged the foregoing instrument, by her sealed and subscribed, to be her free act and deed.

Francis E. Morrissey
Notary Public



PLOT OF LAND
PARCEL TWO
CLARA F. SEYMOUR
ST. ALBANS VT. Dec. 1944.
SCALE 1" = 200'

U.S. ROUTE No 7

TO ST. ALBANS →

500 PINE 710

22F-1A

CLARA F. SEYMOUR (widow)

to

NATIONAL CARBON COMPANY, INC.

WARRANTY DEED

Albans Town Clerk's Office

April 18, 1945

Received at 910 o'clock AM

and recorded in Book 21

page 260 of Stillbourn Town

Sold Records.

Attest: Helen L. Smith
Town Clerk

Return to

Francis E. Morrissey
Attorney at Law
Bennington, Vermont

③

30.38 Acres

22F-1

①

207-11

CLARA F. SEYMOUR
to
NATIONAL CARBON COMPANY, INC.

WARRANTY DEED

Office
57 Albany & Town Church
August 15, 1945
Received for record of
11:05 AM and recorded
in Books P. 357
J. A. Alhus has had records
attent: files & title
Town Clerk

De paid

Francis E. Morrissey
Attorney at Law
Bennington, Vermont

BOOK 500 PAGE 712

KNOW ALL MEN BY THESE PRESENTS:

That, NATIONAL CARBON COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of New York and duly authorized to do business in the State of Vermont, Grantor, for the consideration of Five Dollars (\$5.00) paid to its full satisfaction by Union Carbide and Carbon Corporation, a corporation organized and existing under and by virtue of the laws of the State of New York and duly authorized to do business in the State of Vermont, Grantee, does by these presents freely give, grant, sell, convey and confirm unto the said Grantee, Union Carbide and Carbon Corporation, and its successors and assigns forever all real property and all rights in real property, whether legal or equitable, including, without limiting the generality of the foregoing, all lands, buildings, plants, machinery, equipment, improvements, easements, tenements, hereditaments and appurtenances owned by the Grantor on the date of the ensembling of these presents and situated in the Town of St. Albans, County of Franklin and State of Vermont.

TO HAVE AND TO HOLD said granted premises with all the privileges and appurtenances thereof to the said Grantee, Union Carbide and Carbon Corporation, its successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, NATIONAL CARBON COMPANY, INC., has caused these presents to be executed by its duly authorized officer and its corporate seal to be affixed and attested this 31st day of December, 1949.

NATIONAL CARBON COMPANY, INC.

By *W. H. Snyder* Vice President *ESD*

In the presence of:

Ernest B. T. Field
Margaret B. Austin

Attest:

W. H. Snyder
Assistant Secretary

STATE OF NEW YORK |
COUNTY OF NEW YORK |

BOOK 500 PAGE 713

At New York, New York, this 31st day of December, 1949,
personally appeared J. M. Fungler, Vice President of
the said NATIONAL CARBON COMPANY, INC., signer and sealer of
the foregoing written instrument, and acknowledged the same
to be his free act and deed and the free act and deed of
said corporation, before me.

Charles A. Falconi

CHARLES A. FALCONI
Notary Public, State of New York
Residing in Richmond Co.
Commission filed in New York Co.
Commission Expires March 30, 1950

Transfer of properties to give effect to merger of National
Carbon Company, Inc. into Union Carbide and Carbon Corporation.
No consideration payable and no Federal Tax Stamps required.

DEED

From

National Carbon Company, Inc.

to

Union Carbide and Carbon Corporation

Dated: December 31, 1949.

St. Albans Town Clerk's Office
January 11th, 1950
Received for record at 9:30
A.M. and recorded in Vol. 13,
page 3 of St. Albans Town
Land Records.

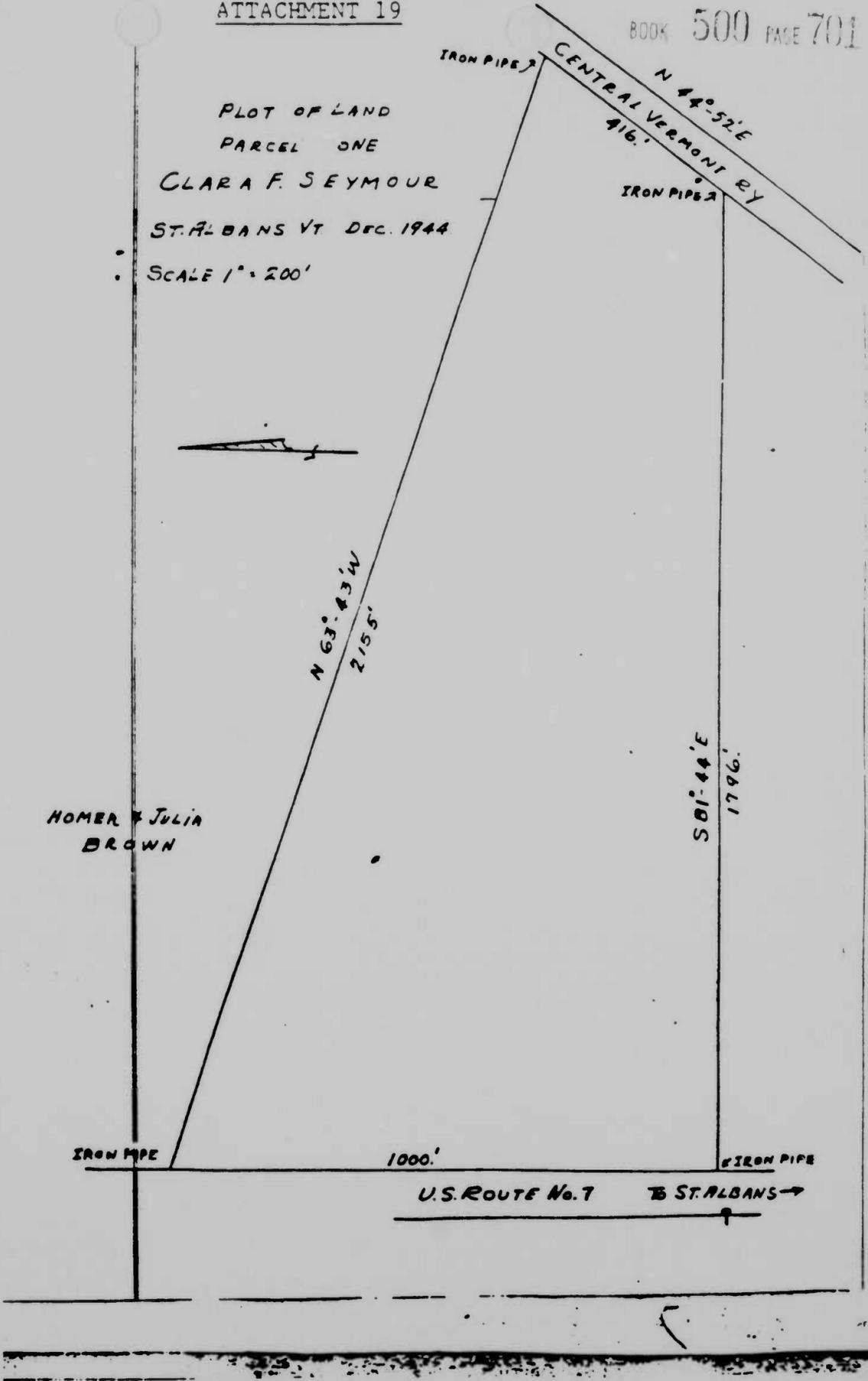
Attest: *Helen L. Little*
Helen L. Little

Ernest G. Piffle
30 East 42nd Street
New York 17, New York

ATTACHMENT 19

BOOK 500 PAGE 701

PLOT OF LAND
PARCEL ONE
CLARA F. SEYMOUR
ST. ALBANS VT. DEC. 1944
SCALE 1" = 200'



**END
LIBER**